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# GOVERNMENT GAZETTE

## BOLETIM OFICIAL

### GOVERNMENT OF GOA, DAMAN AND DIU

#### Secretariat

#### Notification

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of External Affairs letter no. F.7(11)/62-Goa dated the 25th July 1963, the Administrator of Goa, Daman and Diu is pleased to make the following rules relating to the recruitment to the Non-gazetted, Non-ministerial posts in the Captain of Ports and River Navigation Department under the Government of Goa, Daman and Diu.

**1. Short title.** — These rules may be called Goa Government Captain of Ports and River Navigation Department (non-ministerial, non-gazetted posts) Recruitment Rules, 1966.

**2. Application.** — These rules shall apply to the posts specified in column 1 of the Schedule to these rules.

**3. Number, classification and scale of pay.** — The number of posts, classification of the said posts and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

**4. Method of recruitment, age limit and other qualifications.** — The method of recruitment to the said posts, age limit, qualifications and other matters

connected therewith shall be as specified in columns 5 to 13 of the aforesaid Schedule.

Provided that,

- (a) the maximum age limit specified in the Schedule in respect of direct recruitment may be relaxed in the case of candidates belonging to the Scheduled Castes and Scheduled Tribes and other special categories in accordance with the orders issued by the Government from time to time; and
- (b) no male candidate, who has more than one wife living and no female candidate, who has married a person having already a wife living, shall be eligible for appointment, unless the Government, after having been satisfied that there are special grounds for doing so, exempts any such candidate from the operation of this rule.

5. These rules will come into effect from the date of the Notification and will relate to appointments to the various posts made on or after this date. An appointment made prior to this date through a duly constituted Staff Selection Board/Departmental Promotion Committee will be deemed to be a regular appointment, notwithstanding any provisions contained in these rules, and the probation period in that case will extend to six months only from the date of this notification.

G. K. Bhanot  
Chief Secretary

Panjim, 7th September, 1966.

## SCHEDULE

No. of posts	Name of post	Classification	Scale of Pay	Whether Selection Post or non-Selection Post	Age limit for direct recruits	Educational and other qualifications required for direct recruits	Method of recruitment whether by direct recruitment or by promotion or by transfer, grades from which promotion/deputation/transfer to be made	In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made	If a D.P.C exists, its composition	Circumstances in which U.P.S.C is to be consulted in making recruitment
1	1.	Workman	Class IV Rs. 70-1-80- -EB-1-85.	N. A.	18 to 25 years	1. Should be literate. 2. Should be physically strong.	N. A.	Two years	Do	Do
2	2.	Painter	Do Do	Do	Do	Should be having good working experience of the trade.	Do	Do	Do	—
3	3.	Jamadar	Do Rs. 75-1-85- -EB-2-95.	Non- Selection	N. A.	N. A.	Do	Promotion.	Promotion:	Class III D.P.C.
4.	4.	Fitter Mate	Do Rs. 80-1-85- -3-95-EB- -3-110.	N. A.	18 to 25 years	Elementary knowledge of Mechanics etc. used in Navigation.	Do	Do	Workman and other Class IV staff with 4 year's standing.	—
5.	5.	Junior Fitter	Do Rs. 110-3- -131.	Non- Selection	Do	Certificate course of mechanics from a recognised Institution.	Age-No Qls-Yes	Promotion, failing which, direct recruitment.	Promotion:	Class III D.P.C.
6.	6.	Senior Fitter	Do Rs. 125-3- -131-4-155.	N. A.	N. A.	N. A.	Do	Promotion.	Promotion:	Do
7.	7.	Assistant Electrician	Do Rs. 110-3- -131.	N. A.	18 to 25 years	Should have successfully passed the certificate of wireman/ Electrician.	Do	Do	Junior Fitter with 3 years' service in the grade.	Do
8.	8.	Electrician	Do Rs. 125-3- -131-4-155.	Non- Selection	N. A.	N. A.	Do	Do	Do	Do
9.	9.	Junior Carpenter	Class IV Rs. 80-1-85- -3-95-EB- -3-110.	N. A.	18 to 25 years	Good working experience of the trade.	Do	Do	Do	Do
10.	10.	Junior Carpenter Grade II	Class III (Non-ministerial) (Non-gazetted)	Non- Selection	Do	1. Certificate course from a recognised Institution. 2. Good practical experience in the line.	Age-No Qls-Yes	Promotion — 20% (failing which, by direct recruitment).	Promotion:	Class III D.P.C.
11.	11.	Senior Carpenter	Do Rs. 125-3- -131-4-155.	N. A.	N. A.	N. A.	Do	Promotion — 20% (failing which, by direct recruitment). Direct recruitment — 30%.	Promotion:	Junior Carpenter Grade II with 5 years' service in the grade.

## General Administration Department

## Civil Administration Services

## O R D E R

Sanction is hereby accorded to the regulation of the Hindu Temple of Xri Devi Xervani and Vetal Salgaunkar of Advolpale, Bicholim Taluka, comprising 24 sections and which, with the respective list of mahajans, is signed by the Director of Civil Administration Services.

By order and in the name of the Administrator of the Union Territory of Goa, Daman and Diu.

G. K. Bhanot  
Chief Secretary

Panjim, 13th October, 1966.

### Project of Undertaking of the Temple «Xri Devi Xervani and Vetal Salgaunkar» of Advolpale, Bicholim Taluka

## CHAPTER I

## Institution of the Temple and of the Membership

**Article 1** — The membership of the temple «Xri Devi Xervani and Vetal» and its branches, of the village of Advolpale form an Association constituting a juridical personality under the present undertaking and other legal dispositions.

Para only one—Besides the temple of Xri Devi Xervani and Vetal, which are principal ones, there are more pertaining to the branch deity: Mahadeu, Ravlnata, Santeri, Damodar, Purmar, Purvouns and Bhuleshvor. These temples as also the sanctuaries of Culapuruxas of each of the five families known as Bapp, Somanath, Matsar, Brahman and Balvouns, are situated in the neighbourhood of the principal temples.

**Art. 2** — The members of the said temple are those male descendants of the original founder, the brammin (Gouda Sarasvata), of surname Porobo Salgauncar, belonging to the same temple society, besides the said Porobo Salgauncar, who is the principal, the brammins (Gouda Sarasvata) having surnames «Naique Salgauncar», «Sinai Salgauncar», «Dondo Salgauncar» and the non brammins of surname «Petcar Salgauncar».

**Art. 3** — The right to the membership of the Association of the temple is hereditary inalienable and imprescriptible, transmitting from generation to generation of the male descendants in direct line and to adoptives taken in terms of the respective Code of the Habits and Usages.

**Para 2** — All the members of the Association of the temple enjoy the equal rights and privileges excepting the privileges indicated below.

**Para 3** — The usual practice of the members of the Association taking their seat on «Choucos» of the temple to the left of the sanctuary should be observed beginning from Porobo Salgauncar and the members Petcares Salgauncares should take their seat to the right.

**Art. 4** — This commitment can be altered in part or in total with previous consent of the Association

12. Station Lads	6	Do	Rs. 110-3-181.	N. A.	18 to 25 years	1. VIIIth standard in English.	N. A.	Do	Direct recruitment.	N. A.	Do
					2. Knowledge of Hindi, Marathi and Konkani.						
13. Sailor	186	Do		Do	Do	1. Should be literate. 2. Should be physically strong with particular emphasis on good eyesight and sense of hearing.	Do	Do			
14. Machinist Launch Driver	48	Do	(Pay scale likely to be enhanced)	Do	Selection	Do	Certificate of Driver, Indian Steam Vessels Act.	Age-No Qis-Yes	Do	Promotion, failing which, direct recruitment.	Promotion: Sailor with 5 years' service in the grade. (Promotion — in case the pay scale is enhanced).
15. Coxwains	38	Do		Do	Do	Do	Certificate of Competency as Master, Indian Steam Vessels Act.	Do	Do		Class III D.P.C.
16. Assistant Master Work-shop	1	Do	Rs. 130-5-160-8-200-EB-8-256-EB-8-280-10-300.	N. A.	Below 40 years	Degree of Mechanical or Marine Engineering, 2nd Class, Ministry of Transport, Govt. of India. (Qualifications relatable in case of candidate otherwise well-qualified).	N. A.	Do	Direct recruitment.	N. A.	Do
17. Mason	4	Do	Rs. 110-3-131	N. A.	Do	Good working experience of the trade.	N. A.	Do		N. A.	Do

taken in terms of law and with superior approval.

Art. 5—All the modification which is made in future on the matter contained in the present undertaking shall be considered as its integral part and shall be inserted in proper place either by way of substitution of altered dispositions or by suppression of useless ones and finally by adding all those that may be found necessary.

Art. 6—The offers in jewellery or in articles of certain value offered by the members of the Association or any devotee, not being required for the use of deities shall be sold annually in public auction on the occasion of festivity of «Zatra» under legal formalities. Their proceeds should be taken as income of the temple.

Para only one—The fruits and other perishable objects of small value shall be sold in auction immediately after they are offered and their proceeds shall be taken as income of the temple.

Art. 7—Each member of the Association at the time of his joining the membership shall pay a minimum entrance fee of one rupee without which he shall not be admitted and this fee shall be credited to the coffers of the temple.

#### CHAPTER II

##### In respect of the funds of the temple its income and expenses

Art. 8—The fund of the temple consists:

No. 1—Immovable property;

No. 2—Images;

No. 3—Jewellery, articles and utensils of cult;

No. 4—Other articles as per the inventory;

No. 5—Capital loan or to be loaned; and

No. 6—The balance of administration.

Art. 9—The income of the temple consists in:

No. 1—Rent of the immovable property;

No. 2—Taxes fixed for various cultural acts;

No. 3—Offers received from devotees and members of the temple;

No. 4—Admission fees paid by the members of the temples;

No. 5—Fines imposed in terms of this undertaking and of the regulation of the Association, in force.

Art. 10—The safe of the temple with its fund shall be kept in an appropriate place in the building of the temple.

Art. 11—The application of the funds or of the capital collected in the treasury shall be made in terms of the regulation of the Association of the temple in force, preference being always given to those who offer greater and better guarantees.

#### CHAPTER III

##### Worship and Feasts of the Temple

Art. 12—The daily worship consists in celebrating the act of «Puja» with formalities and ritual precepts and also with rules which are customary at present.

Para 1—The principal act of «Puja» (Mahani-vedia) shall be done daily at mid-day by the res-

pective «Puzari» (Minister who conducts the worship).

Art. 13—In the temples referred to shall be celebrated the following religious feasts:

No. 1—On the 30th day of the month of Kartika (New Moon) shall be celebrated the feast of «Diuzachi Zatra». On this festivity 45 pounds of coconut oil shall be brought and distributed each time in the quantity of one quarter and a half to the members, Porob, Naik, Sinai and Dhond; and all the four Vangoreiros (families) shall give oil that may have been distributed to them to the servants of the temple and the fifty portion consisting of one quarter shall be given each time to the member «Petcar» who shall personally receive and light the lights before the image of «Balavoun», its Culapuruxa and the servants of the temple should do likewise in respect of the Culapuruxa with the said 4 Brahmin families. After this, they should light the light which is called Malen and which is placed on top of Kamba after being touched by the owner-persons of five Vangoreiros.

No. 2—On the 3rd day of the month of Margaxirsha (Xuddha Tritia) shall be celebrated the festivity of «Calo» and on the day following this «Goullancalo».

No. 3—After this and before the 11th day of the month Margaxirsha shall be solemnized the festivity of «Maha Khetra» (immolation of goat) by any member Petkar Salgao, when shall be practised all and privileges of each one of the Vangoreiros, Porobo, Naique, Sinai, Dondo and Petkar Salgao cares together with other servants of the temple who have been enjoying these privileges since long. Thereafter, shall be celebrated the religious ceremony of Coula Prassad (Deupana) and after this that of Adkhetra, the latter by member Petkar Salgao cares.

No. 4—On the 11th day of Margaxirsha should be solemnized the festivity of «Palaqui» of Xri Devi Xervani, the cost of which shall be borne by the Treasury of the temple.

Para 1—On the occasion of the procession of Palaqui, the Palaqui should be lifted and held by five members, one of each Vangoreiro so that the four of the first four Vangoreiros should hold the Varal and the Vangor of the fifth shall hold the feet (Khur).

No. 5—On the 11th day of full moon of the month of Margaxirsha shall be solemnized the festivity of Palaqui of Xri Devi Xervani instituted by late Jaganata Visrama Sinai of Ribandar, the cost of which is presently borne by the heirs of Crisananata Ananta Porobo Mambro of Aldona.

No. 6—On the 5th day of the month of Falguna shall be celebrated the procession of Palaqui of Vadadvassa of Xri Devi Xervani, which shall be solemnized particularly by Narana Ananta Xetio of Ribandar, Ramachandra Mucunda Naique of Venugurla and Madeva Bapu Zantio of Malvona.

No. 7—On the day of full moon of the month of Falguna shall be solemnized the festivity of Holi.

No. 8—And before this day of full moon of the month of Falguna shall be solemnized the festivity of Khetra (immolation) by member Petkar Salgao cares.

## CHAPTER IV

**Servants of the Temple and their duties**

**Art. 14** — The servant staff of the temple consists of <sup>c</sup>Pujaris (Brahmin priests), dancing girls, mazgaocares, marxelcares, vadcares, bhavinas, deulists and farazes in conformity with the disposition of para 2 of the present article. The right of the respective servants is hereditary excepting that of pujari.

**Para 1** — The entire servant staff is obliged to serve with the members of their families of the respective temples and each one shall execute faithfully the duties entrusted to them and shall not absent without leave from the administrative body.

**Para 2** — The obligations of each one of the servants, the duty to perform in the temples and other solemn occasions are given below and they should according to the category to which they belong comply with the following:

No. 1 — It is the duty of the priest (pujari) to collect flowers and tulsi very early in the morning, take bath, enter the sanctuary, dictate the Puja in Vedic terms preparing for the use the rubbed sandalwood which should be used on images, to show lights to images and also to burn incense, to perform at mid-day the Arthis and the sacrifice of rice (nivedia) throwing on the images Montrapuspa and in the beginning of the Puja to perform the Abhixeca of water. At night to perform the Dhuparata.

No. 2 — It is the duty of the dancing girls to sweep daily the ground to apply cowdung to the building of the temple were necessary and to the Sobha-montopo, to wash the ground, to get the seats by the five Vangoreiros (Porobo, Naique, Sinai, Dondo and Petkar Salgaocares) on festive occasions, to sing and to dance on these occasions and during processions enjoy their right of standing, in the first place the dancing girls, mazgaocares in the second place, marxelcares and in the third place vadcares. The duties referred to above shall be performed by the dancing girls according to the instructions given by the administrative community observing the practice followed in the temple.

No. 3 — It is the duty of bhavinas to keep ready and light daily the lights in the temple and to keep in clean state the ground of the temples and the Sobha-montopo and to do all the work that may be necessary in the temples as well as to execute other work which they have been doing since long.

No. 4 — It is the duty of the Deulis to hold the Diuti on festive occasions and the distinctive flags and abtanguir.

No. 5 — It is the duty of the farazes to ring the bell (noboto) in the morning and at sunset on all days in both the principal temples and to do other work which they have been performing since long on festive occasions.

## CHAPTER V

**In respect of general dispositions**

**Art. 15** — The membership of the Committee of temples is subject to the laws and regulations in force and to those in future may be promulgated and undertake to:

a) contribute towards the fund of beneficiaiton in terms of law; and

b) make up for the want of income or better for the expenses made.

**Art. 16** — The salaries of the servants and other expenses of the Committee of the membership of the temple shall be regulated in accordance with the respective estimates duly formulated and approved.

**Para 1** — The properties of the temple are those which are recorded in the inventory and the immovable properties which produce rent shall be given on lease or administered directly by the administrative committee in case of there being none to take on lease.

**Art. 17** — It is prohibited for any person to enter inside any temple with covered feet, when drunk or an attitude or gesture of arranging conflicts or quarrels.

**Art. 18** — It is prohibited to Pujari to solemnise any festivity or worship inclusive of «abhixeca», nivedia and to consult oracles without prior collection of the respective fees in the list attached to this undertaking.

**Art. 19** — The fines to which the present undertaking refers, shall not be inflicted without hearing the respective servant by the administrative committee.

**Art. 20** — The committee of the membership of the temple do not renounce the right to which by any form may have acquired to the movable and immovable properties, rights, shares, active debts which shall be considered as forming part of its patrimony.

**Art. 21** — The posts of management shall be exercised without any gratification by members of the temple. They are not obliged to undertake more than one post in the management.

**Para only one** — The administrative committee shall be composed possibly of members of all the vangores. However, in its composition, at least one member of the fifth vangor should be included.

## CHAPTER VI

**Regarding penal dispositions**

**Art. 22** — The servants who do not comply with their duties shall not be paid during the time of their omission and they shall pay a fine of one to five rupees inflicted by the administrative committee in accordance with legal formalities.

**Para only one** — In the case of recurrence, they shall be punished by the administrative committee with suspension for the first time and for the second time, their services shall be terminated by the administrative body with prior consent of the committee of membership of the temple who should decide the issue even in an ordinary session of the Committee.

**Art. 23** — The temple can be amalgamated with other similar temples when the majority of two thirds of the members listed in the list so desire and this should be decided in a meeting specially convened for this purpose.

**Art. 24** — In case of dissolution or extinction of the temple, its possession shall be disposed off according to the decision the membership committee gives. However, they should preferably be made over to other temples of the village of Advolpale.

The fees referred to in art. 18:

	To temple treasury	To temple priest	Total
Nivedia.....	0.25	0.31	0.56
Abhixeca .....	0.12	0.25	0.37
Sthal nivedia .....	0.50	1.25	1.75
Rudrabhixeca .....	0.25	0.37	0.62
Ecadashi .....	0.12	0.25	0.37
Avartan .....	0.13	0.12	0.25
Pavamanabhixeca .....	0.37	0.75	1.12
Laghurudra .....	0.75	4.00	4.75
Navachandi (simple) ...	2.50	10.00	12.50
Navachandi (Sapallavi)	5.00	20.00	25.00
Maharudra .....	6.00	55.00	61.00
Laghuvisnum .....	1.50	8.00	9.50
Mahavisnum .....	6.00	70.00	76.00
Brahaman (cada) .....	0.13	0.31	0.44
Satianarayan Puja .....	1.50	0.00	1.50
Onti .....	0.25	0.00	0.25
Lagna-inuja .....	1.00	0.00	1.00
Bramane Suasini .....	0.25	0.62	0.87
Saptaha .....	0.50	0.00	0.50
Oraculos .....	0.12	0.00	0.12
Tula-Bhar .....	1.50	0.00	1.50

Para 1. The proceeds of tulabhar being of gold, silver, copper and any other metal so also sandal, camphor and other articles of this nature shall belong to the treasury of the temple and the articles such as sugar, jaggery, coconut shall belong to the priest of the temple.

Para 2. The present list can be altered by the administrative body after prior hearing of the membership of the Committee of the temple in an ordinary session and with superior approval so long as the fees altered shall be published in the Government Gazette before they are put in force.

#### List of Mahajans

1. Caxinata Datarama Porobo Salgaunkar, 2. Sricrisna Datarama Porobo Salgaunkar, 3. Gopal Voicunta Porobo Salgaunkar, 4. Rogunata Voicunta Porobo Salgaunkar, 5. Xantarama Sridora Porobo Salgaunkar, 6. Zoirama Vitola Porobo Salgaunkar, 7. Vamona Vitola Porobo Salgaunkar, 8. Datarama Vitola Porobo Salgaunkar, 9. Roguvira Zoirama Porobo Salgaunkar, 10. Narana Zoirama Porobo Salgaunkar, 11. Ganes Mahadeu Porobo Salgaunkar, 12. Bicaji Mahadeu Porobo Salgaunkar, 13. Datarama Caxinata Porobo Salgaunkar, 14. Ananta Narana Porobo Salgaunkar, 15. Xencora Narana Porobo Salgaunkar, 16. Sacarama Loximona Porobo Salgaunkar, 17. Datatraia Madusudana P. Salgaunkar, 18. Visvovata Datatraia Porobo Salgaunkar, 19. Manguexa Datatraia Porobo Salgaunkar, 20. Vassanta Datatraia Porobo Salgaunkar, 21. Vinaica Datatraia Porobo Salgaunkar, 22. Manohar Madussudan P. Salgaunkar, 23. Gonopat Babaji Porobo Salgaunkar, 24. Sabaji Sitarama Porob Salgaunkar, 25. Vitola Sabaji Porobo Salgaunkar, 26. Ananta Gopal Porobo Salgaunkar, 27. Jaganata Loximona Porobo Salgaunkar, 28. Baburau Bascora Porobo Salgaunkar, 29. Ramachandra Xencora P. Salgaunkar, 30. Naraina Ramachandra Porobo Salgaunkar, 31. Radacrisna Ananta Porobo Salgaunkar, 32. Panduronga Ramachondra P. Salgaunkar, 33. Vassudeva Panduronga P. Salgaunkar, 34. Ankuxa Xencora Porobo Salgaunkar, 35. Esvonta Panduronga Porobo Salgaunkar, 36. Naraina Balcrisna Porobo Salgaunkar, 37. Gajanana Visrama Porobo Salgaunkar, 38. Sita-

rama Siurama Porobo Salgaunkar, 39. Vassudeva Jaganata Porobo Salgaunkar, 40. Dr. Ramakanta Vassudeva P. Salgaunkar, 41. Madukara Vassudeva Porobo Salgaunkar, 42. Podmonaba Atmarama Porobo Salgaunkar, 43. Vitola Jaganata Porobo Salgaunkar, 44. Deudata Vitola Porobo Salgaunkar, 45. Pralada Ananta Porobo Salgaunkar, 46. Manguexa Srinivassa Porobo Salgaunkar, 47. Pundolica Babji Porobo Salgaunkar, 48. Jivaji Leximona Porobo Salgaunkar, 49. Xencora Narana Porobo Salgaunkar, 50. Bascora Bicaji Porobo Salgaunkar, 51. Sitarama Sabaji Porobo Salgaunkar, 52. Bapu Sabaji Porobo Salgaunkar, 53. Vassanta Keshava Porobo Salgaunkar, 54. Keshava Dattatraia Porobo Salgaunkar.

#### Naique Salgaunkar

55. Ananta Purxotoma Naique Salgaunkar, 56. Purxotoma Ananta Naique Salgaunkar, 57. Naraina Ramachondra Naique Salgaunkar, 58. Datatraia Ramachondra Naique Salgaunkar, 59. Siurama Vitola Naique Salgaunkar, 60. Visnu Zoideva Naique Salgaunkar, 61. Baburao Vassudeva Naique Salgaunkar, 62. Atmarama Vassudeva Naique Salgaunkar, 63. Vassudeva Baburao Naique Salgaunkar, 64. Sitarama Govinda Naique Salgaunkar, 65. Datarama Dondu Naique Salgaunkar, 66. Ramacrisna Srinivassa N. Salgaunkar, 67. Visnum Ramacrisna Naique Salgaunkar, 68. Ananta Caxirama Naique Salgaunkar, 69. Sitarama Sridora Naique Salgaunkar, 70. Damodara Sripada Naique Salgaunkar, 71. Esvonta Govinda Naique Salgaunkar, 72. Vassudeva Govinda Naique Salgaunkar, 73. Prabhakara Vassudeva Naique Salgaunkar, 74. Vitola Siurama Naique Salgaunkar, 75. Sitarama Siurama Naique Salgaunkar, 76. Caxirama Siurama Naique Salgaunkar, 77. Xantarama Balaji Naique Salgaunkar, 78. Panduronga Vitola Naique Salgaunkar, 79. Ramakanta Xantarama Naique Salgaunkar, 80. Prabhakara Esvonta Naique Salgaunkar, 81. Vassudeva Govinda Naique Salgaunkar, 82. Visnum Ganesh Naique Salgaunkar, 83. Mahadeva Ganesh Naique Salgaunkar, 84. Ankuxa Vassudeva Naique Salgaunkar, 85. Sricrisna Ankuxa Naique Salgaunkar, 86. Vassanta Vassudeva Naique Salgaunkar, 87. Datarama Zoideva Naique Salgaunkar, 88. Xantarama Zoideva Naique Salgaunkar, 89. Ganaxama Zoideva Naique Salgaunkar, 90. Savalarama Loximona Naique Salgaunkar, 91. Naraina Rogunata Naique Salgaunkar, 92. Naraina Ramachondra Naique Salgaunkar, 93. Madeva Ramachondra Naique Salgaunkar, 94. Vassudeva Ramachondra Naique Salgaunkar, 95. Datatraia Atmarama Naique Salgaunkar, 96. Esvonta Savalarama Naique Salgaunkar, 97. Madussudana Savalarama Naique Salgaunkar, 98. Sitarama Savalarama Naique Salgaunkar, 99. Ananta Kashinata Naique Salgaunkar, 100. Naraina Kashinata Naique Salgaunkar, 101. Vassudeva Kashinata Naique Salgaunkar, 102. Mahadeva Ramachondra Naique Salgaunkar, 103. Xencora Ramacrisna Naique Salgaunkar, 104. Sricrisna Govinda Naique Salgaunkar, 105. Megaxama Gonesh Naique Salgaunkar, 106. Padmonaba Ganesh Naique Salgaunkar, 107. Zovonta Ganesh Naique Salgaunkar, 108. Crisnanata Sadassiva Naique Salgaunkar, 109. Vitola Mahadeva Naique Salgaunkar, 110. Vassudeva Ramacrisna Naique Salgaunkar, 111. Sadassiva Mahadeva Naique Salgaunkar, 112. Balcerisna Hori Naique Salgaunkar, 113. Hori Balcerisna Naique Salgaunkar, 114. Nandeva Dondu Naique Salgaunkar, 115. Atmarama Kashirama N. Salgaunkar, 116. Atmarama Esvonta N. Salgaunkar, 117. Datatraia Bimrao Naique Salgaunkar, 118. Vassanta Bimrao Naique Salgaunkar.

kar, 119. Ramacrisna Bimrao N. Salgaunkar, 120. Prabhakara Bimrao Naique Salgaunkar, 121. Arun Bimrao Naique Salgaunkar, 122. Esvonta Gonesh Naique Salgaunkar, 123. Caxinata Apagi Naique Salgaunkar, 124. Doncú Vitola Naique Salgaunkar, 125. Xencora Rajarama N. Salgaunkar, 126. Gonpotrao Xantarama N. Salgaunkar, 127. Locximona Jivaji N. Salgaunkar, f28. Sitarama Siurama N. Salgaunkar, 129. Sadassiva Gonpot N. Salgaunkar, 130. Datarama Gangarama N. Salgaunkar, 131. Dincora Ramacrisna Naique Salgaunkar, 132. Datarama Panduronga Naique Salgaunkar, 133. Krishn Hori Naique Salgaunkar, 134. Ramachondra Visnum Naique Salgaunkar, 135. Saulararama Visnum Naique Salgaunkar, 136. Visnum Balcrisna Naique Salgaunkar, 137. Zoirama Balcrisna Naique Salgaunkar, 138. Ankuxa Ramachondra N. Salgaunkar, 139. Crisnaji Sabaji Naique Salgaunkar, 140. Gangarama Sabaji Naique Salgaunkar, 141. Gajanana Crisnaji N. Salgaunkar, 142. Esvonta Crisnaji Naique Salgaunkar, 143. Subaji Gangarama Naique Salgaunkar, 144. Damadara Gangarama Naique Salgaunkar, 145. Manguexa Gonopoti N. Salgaunkar, 146. Ramachondra Madeva N. Salgaunkar, 147. Datatraia Madeva Naique Salgaunkar, 148. Madeva Subrau Naique Salgaunkar, 149. Locximona Madeva Naique Salgaunkar, 150. Anumanta Narcinva Naique Salgaunkar, 151. Subrau Vencotromon Naique Salgaunkar, 152. Vencotromon Subrau Naique Salgaunkar, 153. Visnuponta Datatraia Naique Salgaunkar, 154. Bimrau Visnuponta Naique Salgaunkar, 155. Xamrau Visnuponta Naique Salgaunkar, 156. Siurama Narana Naique Salgaunkar, 157. Krishnaji Datatraia Naique Salgaunkar, 158. Xencoga Krishnaji Naique Salgaunkar, 159. Dincara Krishnaji Naique Salgaunkar, 160. Dr. Gopal Rogunata Naique Salgaunkar, 161. Bamaji Atmarama Naique Salgaunkar, 162. Gurunata Bondu Naique Salgaunkar, 163. Xencora Anaji Naique Salgaunkar, 164. Bondu Anaji Naique Salgaunkar, 165. Sripada Sitarama Naique Salgaunkar, 166. Dondu Sripada Naique Salgaunkar, 167. Vassanta Sripada Naique Salgaunkar, 168. Damodara Narana Naique Salgaunkar, 169. Panduronga Vitola Naique Salgaunkar, 170. Sacarama Balerisna Naique Salgaunkar, 171. Vassanta Vitola Naique Salgaunkar, 172. Sancora Balcrisna Naique Salgaunkar, 173. Vassudeva Sancora Naique Salgaunkar, 174. Vinaica Sancora Naique Salgaunkar, 175. Xencora Vinaica Naique Salgaunkar, 176. Datarama Vinaica Naique Salgaunkar, 177. Radakrisna Vinaica Naique Salgaunkar, 178. Sancora Visnum Naique Salgaunkar, 179. Ganaxama Sabaji Naique Salgaunkar, 180. Sabaji Ganaxama Naique Salgaunkar, 181. Vamona Ganaxama Naique Salgaunkar, 182. Xencora Balcrisna Naique Salgaunkar, 183. Digambor Balcrisna Naique Salgaunkar, 184. Sripada Balcrisna Naique Salgaunkar, 185. Gurunata Loximona Naique Salgaunkar.

### Sinai Salgaunkar

186. Sripada Visrama Sinai Salgaunkar, 187. Purshotoma Panduronga S. Salgaunkar, 188. Zovonta Balkrishna S. Salgaunkar, 189. Ananta Esvonta Sinai Salgaunkar, 190. Vamona Dondu Sinai Salgaunkar, 191. Esvonta Dondu Sinai Salgaunkar, 192. Purshotoma Vitola Sinai Salgaunkar, 193. Moresvar Naraina Sinai Salgaunkar, 194. Ramakanta Naraina Sinai Salgaunkar, 195. Atmarama Naraina Sinai Salgaunkar, 196. Ramakrishna Naraina Sinai Salgaunkar, 197. Vassudeva Ramakrishna Sinai Salgaunkar, 198. Srikrishna Ladobá Sinai Salgaunkar, 199. Ramachondra Naraina S. Salgaunkar, 200. Naraina Ramachondra S. Salgaunkar, 201. Jaganata

Esvonta Sinai Salgaunkar, 202. Xantarama Esvonta Sinai Salgaunkar, 203. Vassudeva Mahadeva Sinai Salgaunkar, 204. Ramakrishna Mahadeva Sinai Salgaunkar, 205. Vamona Esvonta Sinai Salgaunkar, 206. Rajarama Vamona Sinai Salgaunkar, 207. Datarama Bicu Sinai Salgaunkar, 208. Vitola Bicu Sinai Salgaunkar, 209. Bicu Vitola Sinai Salgaunkar, 210. Balkrishna Panduronga S. Salgaunkar, 211. Vasudeva Visrama Sinai Salgaunkar, 212. Balkrishna Loximona S. Salgaunkar, 213. Ragoba Esvonta Sinai Salgaunkar, 214. Purshotoma Hari Sinai Salgaunkar, 215. Kashirama Hari Sinai Salgaunkar, 216. Gangarama Keshev S. Salgaunkar, 217. Gurunata Balkrishna S. Salgaunkar, 218. Mukunda Ramachondra S. Salgaunkar, 219. Xencora Visnum Sinai Salgaunkar, 220. Dinanata Ankush Sinai Salgaunkar, 221. Mukunda Dondu Sinai Salgaunkar, 222. Naraina Rogunata S. Salgaunkar, 223. Ramachondra Datatraia S. Salgaunkar, 224. Bascora Bicaji Sinai Salgaunkar, 225. Zoirama Locximona Sinai Salgaunkar, 226. Maduear Ramachondra Sinai Salgaunkar, 227. Naraina Ramachondra Sinai Salgaunkar, 228. Govinda Hori Sinai Salgaunkar, 229. Datarama Gones Sinai Salgaunkar, 230. Zovonta Datarama S. Salgaunkar, 231. Esvonta Datarama S. Salgaunkar, 232. Ramakrishna Datarama S. Salgaunkar, 233. Chandravtar Rogunata S. Salgaunkar, 234. Panduronga Rogunata S. Salgaunkar, 235. Atmarama Gones Sinai Salgaunkar, 236. Sitarama Gones Sinai Salgaunkar, 237. Xantarama Siurama Sinai Salgaunkar, 238. Vinaica Ramakrishna Sinai Salgaunkar, 239. Jeganata Ramakrishna Sinai Salgaunkar, 240. Visvonta Ramakrishna Sinai Salgaunkar, 241. Rajarama Balkrishna Sinai Salgaunkar, 242. Esvonta Balkrishna Sinai Salgaunkar, 243. Xencora Siurama Sinai Salgaunkar, 244. Ramakanta Xencora Sinai Salgaunkar, 245. Gurunata Xencora Sinai Salgaunkar, 246. Vitola Loximona Sinai Salgaunkar, 247. Gangarama Esvonta Sinai Salgaunkar, 248. Gurunata Esvonta Sinai Salgaunkar, 249. Sacarama Gones Sinai Salgaunkar, 250. Gajanana Balkrishna Sinai Salgaunkar, 251. Xantarama Gopal Sinai Salgaunkar, 252. Mahabolesvor Visnum Sinai Salgaunkar, 253. Ganesh Balkrishna Sinai Salgaunkar, 254. Visnum Balkrishna Sinai Salgaunkar, 255. Ramachondra Datatraia Sinai Salgaunkar, 256. Ramakrishna Pandolica Sinai Salgaunkar, 257. Parxurama Radakrishna Sinai Salgaunkar, 258. Govinda Radakrishna Sinai Salgaunkar, 259. Ankush Rouloba Sinai Salgaunkar, 260. Ramachondra Ganesh Sinai Salgaunkar, 261. Narana Gones Sinai Salgaunkar, 262. Ramachondra Bicaji Sinai Salgaunkar, 263. Balchondar Ramakrishna Sinai Salgaunkar, 264. Naraina Ramakrishna Sinai Salgaunkar, 265. Srikrishna Purshottama Sinai Salgaunkar, 266. Gajanana Purshotoma Sinai Salgaunkar, 267. Narana Purhotoma Sinai Salgaunkar, 268. Roguvira Caxirama Sinai Salgaunkar, 269. Hori Caxirama Sinai Salgaunkar, 270. Ananta Govinda Sinai Salgaunkar, 271. Naraina Sabaji Sinai Salgaunkar, 272. Sadananda Sabaji Sinai Salgaunkar, 273. Mahadeva Ramakrishna Sinai Salgaunkar, 274. Ramakrishna Datatraia Sinai Salgaunkar, 275. Bascora Rogunata Sinai Salgaunkar, 276. Govinda Loximona Sinai Salgaunkar, 277. Radakrishna Loximona Sinai Salgaunkar, 278. Baburau Narahari Sinai Salgaunkar, 279. Naracinha Sitarama S. Salgaunkar, 280. Dondu Vitola Sinai Salgaunkar, 281. Dincora Manguexa Sinai Salgaunkar, 282. Loximona Vitola Sinai Salgaunkar, 283. Srirama Atmarama S. Salgaunkar, 284. Ananta Mahadeva Sinai Salgaunkar, 285. Ednesvar Sacarama Sinai Salgaunkar, 286. Ananta Mukunda Sinai Salgaunkar, 287. Dinkar

Visnum Sinai Salgaunkar, 288. Baburau Visnum Sinai Salgaunkar, 289. Govinda Visnum Sinai Salgaunkar, 290. Datarama Pundolika Sinai Salgaunkar, 291. Purshotoma Mukunda Sinai Salgaunkar, 292. Janardana Bicaji Sinai Salgaunkar, 293. Kamalakanta Ramachandra S. Salgaunkar, 294. Ramachandra Visnum Sinai Salgaunkar, 295. Locximona Visnum Sinai Salgaunkar, 296. Jaganata Visnum Sinai Salgaunkar, 297. Ananta Locximona Sinai Salgaunkar, 298. Naguesh Locximona Sinai Salgaunkar, 299. Voikunta Naraina Sinai Salgaunkar, 300. Sabaji Datatraia Sinai Salgaunkar, 301. Pundolika Venkatesh Sinai Salgaunkar, 302. Ramachandra Pundolika Sinai Salgaunkar, 303. Datatraia Sabaji Sinai Salgaunkar, 304. Srinivassa Vencatexa Sinai Salgaunkar, 305. Keshev Srinivassa Sinai Salgaunkar, 306. Magashama Seguna Sinai Salgaunkar, 307. Balchandra Jaideva S Salgaunkar, 308. Sabaji Atmarama Sinai Salgaunkar, 309. Dr. Vencotaromona Naraina S. Salgaunkar, 310. Gonopoti Ramachandra Sinai Salgaunkar, 311. Ramachandra Krisnaji Sinai Salgaunkar, 312. Subrau Krisnaji Sinai Salgaunkar, 313. Gopal Ramachandra Sinai Salgaunkar, 314. Vamona Ramachandra Sinai Salgaunkar, 315. Datatraia Subrau Sinai Salgaunkar, 316. Gonopoti Subrau Sinai Salgaunkar, 317. Srinivassa Mukunda Sinai Salgaunkar, 318. Datatraia Narahari Sinai Salgaunkar, 319. Atmarama Sabaji Sinai Salgaunkar, 320. Babnoba Janardana Sinai Salgaunkar, 321. Kashirama Babnoba Sinai Salgaunkar, 322. Naraina Babnoba Sinai Salgaunkar, 323. Janardona Babnoba Sinai Salgaunkar, 324. Balkrishna Bikaji Sinai Salgaunkar, 325. Esvonta Ramakrishna Sinai Salgaunkar, 326. Datatraia Ramakrisna S. Salgaunkar, 327. Shantarama Ramakrisna S. Salgaunkar, 328. Voikunta Panduranga S. Salgaunkar, 329. Xencora Bikaji Sinai Salgaunkar, 330. Rogunata Sitarama Sinai Salgaunkar, 331. Ramachandra Sitarama S. Salgaunkar, 332. Balkrishna Gonesh S. Salgaunkar, 333. Vamona Bikaji S. Salgaunkar, 334. Datarama Jaideva Sinai Salgaunkar, 335. Vassudeva Jaideva Sinai Salgaunkar, 336. Datarama Sabaji Sinai Salgaunkar, 337. Prabakora Govinda Sinai Salgaunkar, 338. Duarkanata Kaxirama Sinai Salgaunkar, 339. Bascora Atmarama Sinai Salgaunkar, 340. Radakrishna Atmarama Sinai Salgaunkar, 341. Kashinata Atmarama Sinai Salgaunkar, 342. Indirakanta Atmarama S. Salgaunkar, 343. Ramakanta Atmarama S. Salgaunkar, 344. Prabhakara Gangarama Sinai Salgaunkar, 345. Datarama Parshurama Sinai Salgaunkar, 346. Vassanta Dincor Sinai Salgaunkar, 347. Vassudeva Dincor Sinai Salgaunkar, 348. Edneshar Sakarama S. Salgaunkar, 349. Ananta Madeva Sinai Salgaunkar, 350. Locximona Vitola Sinai Salgaunkar, 351. Datarama Balkrishna Sinai Salgaunkar, 352. Digambora Vinaica Sinai Salgaunkar, 353. Sridora Balkrishna Sinai Salgaunkar, 354. Shantarama Esvonta Sinai Salgaunkar, 355. Ragoba Esvonta Sinai Salgaunkar, 356. Kamalakanta Shantarama S. Salgaunkar, 357. Vassudeva Shantarama S. Salgaunkar, 358. Siurama Shantarama S. Salgaunkar, 359. Esvonta Givaji Sinai Salgaunkar, 360. Gangarama Ramacrisna S. Salgaunkar, 361. Gajanan Gangarama Sinai Salgaunkar, 362. Vassudeva Balkrishna Sinai Salgaunkar, 363. Esvonta Sadashiv Sinai Salgaunkar, 364. Govinda Gonesh Sinai Salgaunkar, 365. Gurunata Gangarama Sinai Salgaunkar.

### Dondo Salgaunkar

366. Xabi Locximona Dondo Salgaunkar, 367. Ananta Locximona Dondo Salgaunkar, 368. Shanta-

rama Locximona D. Salgaunkar, 369. Zoirama Naraina Dondo Salgaunkar, 370. Krishnanata Naraina D. Salgaunkar, 371. Srirama Naraina Dondo Salgaunkar, 372. Ramacrisna Xabi Dondo Salgaunkar, 373. Naraina Raia Dondo Salgaunkar, 374. Esvonta Naraina Dondo Salgaunkar, 375. Ragvendra Naraina Dondo Salgaunkar, 376. Xaxikanta Naraina Dondo Salgaunkar, 377. Esvonta Vamona Dondo Salgaunkar, 378. Vamona Esvonta Dondo Salgeunkar, 379. Sriyada Esvonta Dondo Salgaunkar, 380. Sitarama Esvonta Dondo Salgaunkar, 381. Xivaji Esvonta Dondo Salgaunkar, 382. Zoideva Quexova Dondo Salgaunkar, 383. Esvonta Quexova Dondo Salgaunkar, 384. Ganaxama Quexova Dondo Salgaunkar, 385. Vassanta Rogunata Dondo Salgaunkar, 386. Datarama Purxotoma Dondo Salgaunkar, 387. Xantarama Datarama Dondo Salgaunkar, 388. Gajanana Datarama Dondo Salgaunkar, 389. Xembu Jaganata Dondo Salgaunkar, 390. Ananta Xembu Dondo Salgaunkar, 391. Vassudeva Xembu Dondo Salgaunkar, 392. Naraina Xambu Dondo Salgaunkar, 393. Atmarama Gangarama D. Salgaunkar, 394. Panduronga Balkrisna Dondo Salgaunkar, 395. Gangarama Atmarama Dondo Salgaunkar, 396. Jaganata Ragoba Dondo Salgaunkar, 397. Gajanana Mukunda Dondo Salgaunkar, 398. Pondori Mukunda Dondo Salgaunkar, 399. Atmarama Balkrisna Dondo Salgaunkar, 400. Pundolika Venkatesha Dondo Salgaunkar, 401. Keshev Ramachandra D. Salgaunkar, 402. Sriyama Ramachandra D. Salgaunkar, 403. Premananda Xantarama D. Salgaunkar, 404. Datatraia Ganaxama Dondo Salgaunkar, 405. Balkrisna Ganaxama D. Salgaunkar, 406. Gopal Sitarama Dondo Salgaunkar, 407. Ananta Sansguiri Dondo Salgaunkar, 408. Ramakrishna Ananta Dondo Salgaunkar, 409. Vassudeva Ananta Dondo Salgaunkar, 410. Naraina Ananta Dondo Salgaunkar, 411. Vitola Janardana D. Salgaunkar, 412. Sansguiri Vassudeva D. Salgaunkar, 413. Podmonaba Vassudeva Dondo Salguankar, 414. Panduronga Baburao Dondo Salguankar, 415. Purxotoma Vamona Dondo Salgaunkar, 416. Parxurama Murari Dondo Salgaunkar, 417. Siurama Ananta Dondo Salgaunkar, 418. Datatraia Vencatexa D. Salgaunkar, 419. Xambu Murari Dondo Salgaunkar, 420. Gajanana Murari Dondo Salgaunkar, 421. Balkrishna Vassudeva D. Salgaunkar, 422. Ganaxama Naraina Dondo Salgaunkar, 423. Sriyada Panduronga Dondo Salgaunkar, 424. Panduronga Vitola Dondo Salguankar, 425. Xencora Atmarama Dondo Salgaunkar, 426. Sriyada Jaganata Dondo Salgaunkar, 427. Siurama Jaganata Dondo Salgaunkar, 428. Panduronga Gajanana D. Salgaunkar, 429. Narahari Xencora Dondo Salgaunkar, 430. Data Xencora Dondo Salgaunkar, 431. Jaganata Ragoba Dondo Salgaunkar, 432. Esvonta Ananta Dondo Salgaunkar, 433. Datatraia Ananta Dondo Salgaunkar, 434. Atmarama Utoma Dondo Salgaunkar, 435. Baburau Sacarama Dondo Salgaunkar, 436. Venkatesha Datatraia Dondo Salgaunkar, 437. Utoma Pondori Dondo Salgaunkar, 438. Ananta Visrama Dondo Salgaunkar, 439. Vamona Narahari Dondo Salgaunkar, 440. Panduronga Narahari Dondo Salgaunkar, 441. Mahadeva Narahari Dondo Salgaunkar, 442. Vinaica Ragoba Dondo Salgaunkar, 443. Bapu Vassudeva Dondo Salgaunkar, 444. Ganapota Vassudeva Dondo Salgaunkar, 445. Narahari Ragoba Dondo Salgaunkar, 446. Narahari Ananta Dondo Salgaunkar, 447. Ramakrisna Ananta Dondo Salgaunkar, 448. Apa Ramakrisna Dondo Salgaunkar, 449. Esvonta Ramakrisna Dondo Salgaunkar, 450. Ananta Esvonta Dondo Salgaunkar, 451. Baburau Babe Dondo Salgaunkar, 452. Pundolica Bebe Dondo Salgaunkar, 453. Datarama Gopal Dondo

Salgaunkar, 454. Esvonta Atmarama Dondo Salgaunkar, 455. Bapu Fotiba Dondo Salgaunkar, 456. Esvonta Bapu Dondo Salgaunkar, 457. Naraina Ganaxena Dondo Salgaunkar, 458. Mahadeva Naraina Dondo Salgaunkar, 459. Sitarama Gopal Dondo Salgaunkar, 460. Sripada Panduronga Dondo Salgaunkar, 461. Podmanaba Baboia Dondo Salgaunkar, 462. Srinivassa Baboia Dondo Salgaunkar, 463. Voikunta Baboia Dondo Salgaunkar, 464. Rogunata Madeva Dondo Salgaunkar, 465. Prabhakar Madeva Dondo Salgaunkar, 466. Rajarama Madeva Dondo Salgaunkar, 467. Purshotoma Visvonata Dondo Salgaunkar, 468. Sripada Purshtoma Dondo Salgaunkar, 469. Visvonata Datatraia Dondo Salgaunkar, 470. Venkatesh Ramacrisna Dondo Salgaunkar, 471. Mukunda Pondori Dondo Salgaunkar, 472. Xanu Govinda Dondo Salgaunkar, 473. Premananda Krishna Dondo Salgaunkar, 474. Gurudas Krishna Dondo Salgaunkar, 475. Krishna Govinda Dondo Salgaunkar, 476. Govinda Xanum Dondo Salgaunkar, 477. Narahari Ragoba Dondo Salgaunkar.

### Petkar Salgaunkar

478. Gonesh Ladu Petkar Salgaunkar, 479. Soma Ladu Petkar Salgaunkar, 480. Visnum Ladu Petkar Salgaunkar, 481. Sadassiva Ladu Petkar Salgaunkar, 482. Naraina Gonesh Petkar Salgaunkar, 483. Prabhakar Visnum Petkar Salgaunkar, 484. Crishna Biku Petkar Salgaunkar, 485. Siva Gonu Petkar Salgaunkar, 486. Arzuna Gonu Petkar Salgaunkar, 487. Buti Ladu Petkar Salgaunkar, 488. Horichondra Buti Petkar Salgaunkar, 489. Shenkora Vitola Petkar Salgaunkar, 490. Mossó Vitol Petkar Salgaunkar, 491. Kashinata Vitol Petkar Salgaunkar, 492. Mahadeva Apa Petkar Salgaunkar, 493. Baskora Jaganata Petkar Salgaunkar, 494. Jaganata Data Petkar Salgaunkar, 495. Utoma Atmarama Petkar Salgaunkar, 496. Subraia Atmarama Petkar Salgaunkar, 497. Rajarama Rogu Petkar Salgaunkar, 498. Gopi Atmarama Petkar Salgaunkar, 499. Jana Xabi Petkar Salgaunkar, 500. Ananta Mukunda Petkar Salgaunkar, 501. Budu Chandrakanta Petkar Salgaunkar, 502. Tilu Namu Petkar Salgaunkar, 503. Tukarama Visvonata Petkar Salgaunkar, 504. Esvonta Visvonta Petkar Salgaunkar, 505. Tukarama Xabi Petkar Salgaunkar, 506. Mortu Pondori Petkar Salgaunkar, 507. Vitol Pondori Petkar Salgaunkar, 508. Balchandra Visvonata Petkar Salgaunkar, 509. Seguna Pandu Petkar Salgaunkar, 510. Sridora Pandu Petkar Salgaunkar, 511. Suba Damu Petkar Salgaunkar, 512. Sazro Naguexa Petkar Salgaunkar, 513. Sadassiva Kustum Petkar Salgaunkar, 514. Gonesh Vencatexa Petkar Salgaunkar, 515. Roguvira Ganesh Petkar Salgaunkar, 516. Rajarama Gonesh Petkar Salgaunkar, 517. Xanu Biku Petkar Salgaunkar, 518. Mukunda Daji Petkar Salgaunkar, 519. Daji Mukunda Petkar Salgaunkar, 520. Naraina Panduronga Petkar Salgaunkar, 521. Rama Panduronga Petkar Salgaunkar, 522. Panduronga Naraina Petkar Salgaunkar, 523. Raiu Data Petkar Salgaunkar, 524. Roulu Rohidassa Petkar Salgaunkar, 525. Namdeva Rohidassa Petkar Salgaunkar, 526. Ziu Rohidassa Petkar Salgaunkar, 527. Tukarama Naraina Petkar Salgaunkar, 528. Naraina Tukarama Petkar Salgaunkar, 529. Bivam Balu Petkar Salgaunkar, 530. Nanu Bivam Petkar Salgaunkar, 531. Visnum Pondori Petkar Salgaunkar, 532. Satu Krishna Petkar Salgaunkar, 533. Sitarama Soiru Petkar Salgaunkar, 534. Arzuna Mukunda Petkar Salgaunkar, 535. Upi Krishna Petkar Salgaunkar, 536. Esvonta Krishna Petkar Salgaunkar, 537. Gonesh Krishna Petkar Salgaunkar, 538.

Lokximona Krisna Petkar Salgaunkar, 539. Krishna Ragu Petkar Salgaunkar, 540. Mukunda Kusta Petkar Salgaunkar, 541. Vassu Shenkor Petkar Salgaunkar, 542. Rama Mahadeva Petkar Salgaunkar, 543. Shenkor Vassu Petkar Salgaunkar, 544. Puti Biku Petkar Salgaunkar, 545. Datarama Puti Petkar Salgaunkar, 546. Tukarama Ragunata Petkar Salgaunkar, 547. Nokul Gopal Petkar Salgaunkar, 548. Bima Lokximona Petkar Salgaunkar, 549. Vassu Atmarama Petkar Salgaunkar, 550. Pundalika Atma Petkar Salgaunkar, 551. Roguvira Bikaro Petkar Salgaunkar, 552. Sacarama Bikaro Petkar Salgaunkar, 553. Atmarama Bikaro Petkar Salgaunkar, 554. Ananta Vassu Petkar Salgaunkar, 555. Naraina Vassu Petkar Salgaunkar, 556. Sada Govinda Petkar Salgaunkar, 557. Lokximona Govinda Petkar Salgaunkar, 558. Roulu Sada Petkar Salgaunkar, 559. Viturai Lokximona Petkar Salgaunkar, 560. Somu Mosso Petkar Salgaunkar, 561. Kashirama Sonu Petkar Salgaunkar, 562. Tukarama Sonu Petkar Salgaunkar, 563. Bikaro Visnum Petkar Salgaunkar, 564. Govinda Pandu Petkar Salgaunkar, 565. Xanu Hori Petkar Salgaunkar, 566. Vamona Krishna Petkar Salgaunkar, 567. Shenkor Chondro Petkar Salgaunkar, 568. Govinda Atmarama Petkar Salgaunkar, 569. Atmarama Ramachondra P. Salgaunkar, 570. Dormá Ramachondra Petkar Salgaunkar, 571. Shenkor Babu Petkar Salgaunkar, 572. Shiva Visnu Petkar Salgaunkar, 573. Rama Visnum Petkar Salgaunkar, 574. Lokximona Visnum Petkar Salgaunkar, 575. Siurama Vitoba Petkar Salgaunkar, 576. Dorma Daktu Petkar Salgaunkar, 577. Pundolik Krishna Petkar Salgaunkar, 578. Visnum Datarama Petkar Salgaunkar, 579. Seguna Suba Petkar Salgaunkar, 580. Krishna Gopal Petkar Salgaunkar, 581. Sadu Gonu Petkar Salgaunkar, 582. Gopal Vitol Petkar Salgaunkar, 583. Visnum Gopal Petkar Salgaunkar, 584. Dondu Pablo Petkar Salgaunkar, 585. Horichondra Nousso Petkar Salgaunkar, 586. Balu Ragoba Petkar Salgaunkar, 587. Arzuna Gopi Petkar Salgaunkar, 588. Nousso Seguna Petkar Salgaunkar, 589. Rama Gopi Petkar Salgaunkar, 590. Budgo Visnum Petkar Salgaunkar, 591. Datarama Krishna Petkar Salgaunkar, 592. Pandu Vamona Petkar Salgaunkar, 593. Esvonta Visnu Petkar Salgaunkar, 594. Vassu Gopal Petkar Salgaunkar, 595. Mahadeva Rama Petkar Salgaunkar, 596. Babli Seguna Petkar Salgaunkar, 597. Rama Naraina Petkar Salgaunkar, 598. Vassu Rogu Petkar Salgaunkar, 599. Shantarama Sodu Petkar Salgaunkar, 600. Naguexa Tilu Petkar Salgaunkar, 601. Naraina Tilu Petkar Salgaunkar, 602. Naraina Vassu Petkar Salgaunkar, 603. Babola Babi Petkar Salgaunkar, 604. Panduronga Babi Petkar Salgaunkar, 605. Gonu Bikaro Petkar Salgaunkar, 606. Locxi-mona Bikaro Petkar Salgaunkar, 607. Roguvira Tilu Petkar Salgaunkar, 608. Vitola Honu Petkar Salgaunkar, 609. Vamona Ragoba Petkar Salgaunkar, 610. Chandrakanta Rama Petkar Salgaunkar, 611. Naraina Datarama Petkar Salgaunkar, 612. Balkrisna Naraina Petkar Salgaunkar, 613. Mangesh Naraina Petkar Salgaunkar, 614. Monjinata Pundolika Petkar Salgaunkar, 615. Krisna Monjinata Petkar Salgaunkar, 616. Upendra Monjinata Petkar Salgaunkar, 617. Pundolica Monjinata Petkar Salgaunkar, 618. Lokximona Mahadeva Petkar Salgaunkar, 619. Tukarama Hori Petkar Salgaunkar, 620. Naraina Baburau Petkar Salgaunkar, 621. Sitarama Mahadeva Petkar Salgaunkar, 622. Dondu Fodgo Petkar Salgaunkar, 623. Pandu Jilu Petkar Salgaunkar, 624. Rama Quexova Petkar Salgaunkar, 625. Ananta Ladu Petkar Salgaunkar, 626. Govinda Nango Petkar Salgaunkar, 627. Vassudeva Pandu Petkar

Salgaunkar, 628. Harichondra Tatu Petkar Salgaunkar, 629. Loku Rama Petkar Salgaunkar, 630. Gonapota Panduronga Petkar Salgaunkar, 631. Vitola Panduronga Petkar Salgaunkar, 632. Vassanta Deopa Petkar Salgaunkar, 633. Naraina Devopa Petkar Salgaunkar, 634. Visvonta Mahadeva Petkar Salgaunkar, 635. Bogovonta Bala Petkar Salgaunkar, 636. Ragoba Lokximona Petkar Salgaunkar, 637. Ramakrishna Vitol Petkar Salgaunkar, 638. Namdeva Pundolica Petkar Salgaunkar, 639. Esvonta Pundolica Petkar Salgaunkar, 640. Gondu Shenkor Petkar Salgaunkar, 641. Panduronga Lokximona Petkar Salgaunkar, 642. Sitarama Gopal Petkar Salgaunkar, 643. Krishna Gonu Petkar Salgaunkar, 644. Shantarama Bapu Petkar Salgaunkar, 645. Arzuna Bivam Petkar Salgaunkar, 646. Tukarama Mahadeva Petkar Salgaunkar, 647. Krishna Bapu Petkar Salgaunkar, 648. Ananta Xitu Petkar Salgaunkar, 649. Tukarama Rauij Petkar Salgaunkar, 650. Sadananda Xitu Petkar Salgaunkar, 651. Bapu Tato Petkar Salgaunkar, 652. Gonesh Babu Petkar Salgaunkar, 653. Gopal Ramachondra Petkar Salgaunkar, 654. Vassudeva Krishna Petkar Salgaunkar, 655. Krisnaji Atmarama Petkar Salgaunkar, 656. Bikaji Deu Petkar Salgaunkar, 657. Lokximona Tatu Petkar Salgaunkar, 658. Keshav Vitol Petkar Salgaunkar, 659. Maruti Bapu Petkar Salgaunkar, 660. Namdeva Ladu Petkar Salgaunkar, 661. Krishna Lokximona Petkar Salgaunkar, 662. Balkrishna Sanvolo Petkar Salgaunkar, 663. Mahadeva Essu Petkar Salgaunkar, 664. Apa Visnum Petkar Salgaunkar, 665. Bablo Panduronga Petkar Salgaunkar, 666. Zairama Arzuna Petkar Salgaunkar, 667. Neandeva Visnum Petkar Salgaunkar, 668. Sitarama Shenkor Petkar Salgaunkar, 669. Rajarama Visnum Petkar Salgaunkar, 670. Namdeva Gonesh Petkar Salgaunkar, 671. Saulo Lokximona Petkar Salgaunkar, 672. Datarama Lokximona Petkar Salgaunkar, 673. Naraina Sadassiva Petkar Salgaunkar, 674. Udoval Dondu Petkar Salgaunkar, 675. Rama Tukarama Petkar Salgaunkar, 676. Rajarama Bala Petkar Salgaunkar, 677. Vitola Rogunata Petkar Salgaunkar, 678. Gonesh Mahadeva Petkar Salgaunkar, 679. Naraina Atmarama Petkar Salgaunkar, 680. Krishna Lokximona Petkar Salgaunkar, 681. Esvonta Pundolika Petkar Salgaunkar, 682. Madeva Dondu Petkar Salgaunkar, 683. Sridora Ramachondra Petkar Salgaunkar, 684. Datarama Bogvona Petkar Salgaunkar, 685. Naraina Vattu Petkar Salgaunkar, 686. Krisna Mahadeva Petkar Salgaunkar, 687. Zairama Pundolika Petkar Salgaunkar, 688. Naraina Vitol Petkar Salgaunkar, 689. Biku Xiva Petkar Salgaunkar, 690. Mahadeva Deu Petkar Salgaunkar, 691. Krisna Deu Petkar Salgaunkar, 692. Balkrisna Dadaji Petkar Salgaunkar, 693. Sacarama Mahadeva Petkar Salgaunkar, 694. Soma Quexova Petkar Salgaunkar, 695. Krisna Narana Petkar Salgaunkar, 696. Datarama Bapu Petkar Salgaunkar, 697. Shiva Vassu Petkar Salgaunkar, 698. Visrama Bogvonta Petkar Salgaunkar, 699. Sonum Babli Petkar Salgaunkar, 700. Ragoba Ananta Petkar Salgaunkar, 701. Kaxirama Vitol Petkar Salgaunkar, 702. Sahadeva Hori Petkar Salgaunkar, 703. Daxarath Naraina Petkar Salgaunkar, 704. Mukunda Apa Petkar Salgaunkar, 705. Shantarama Datarama Petkar Salgaunkar, 706. Xembu Mahadeva Petkar Salgaunkar, 707. Bholaji Soma Petkar Salgaunkar, 708. Nilkonta Bolo Petkar Salgaunkar, 709. Babu Rama Petkar Salgaunkar, 710. Bablo Sakarama Petkar Salgaunkar, 711. Gonopota Krishna Petkar Salgaunkar, 712. Bikaji Saularama Petkar Salgaunkar, 713. Shenkor Krishna Petkar Salgaunkar, 714. Gangarama Babli Petkar Salgaunkar, 715. Shantarama Mahadeva Pet-

kar Salgaunkar, 716. Lokximona Mahadeva Petkar Salgaunkar, 717. Atmarama Bolo Petkar Salgaunkar, 718. Rajarama Rama Petkar Salgaunkar, 719. Rambassa Panduronga Petkar Salgaunkar, 720. Govinda Bapuji Petkar Salgaunkar, 721. Jaganata Ladu Petkar Salgaunkar, 722. Bogvona Balkrishna Petkar Salgaunkar, 723. Ramakrishna Bogvona Petkar Salgaunkar, 724. Sonum Ananta Petkar Salgaunkar, 725. Shantarama Mahadeva Petkar Salgaunkar, 726. Datarama Sitarama Petkar Salgaunkar, 727. Sakarama Hori Petkar Salgaunkar, 728. Gonopota Daji Petkar Salgaunkar, 729. Kashirama Atmarama Petkar Salgaunkar, 730. Sonu Atmarama Petkar Salguankar, 731. Rajarama Gangarama Petkar Salgaunkar, 732. Nilu Apa Petkar Salgaunkar, 733. Bablo Apa Petkar Salgaunkar, 734. Rajarama Pundolika Petkar Salgaunkar, 735. Saularama Mahadeva Petkar Salgaunkar, 736. Krishna Atmarama Petkar Salgaunkar, 737. Apa Visnum Petkar Salgaunkar, 738. Atmarama Bikaro Petkar Salgaunkar, 739. Data Naraina Petkar Salgaunkar, 740. Sonu Ladu Petkar Salgaunkar, 741. Esvonta Nango Petkar Salgaunkar, 742. Naraina Ladu Petkar Salgaunkar, 743. Keshev Ananta Petkar Salgaunkar, 744. Naraina Mahadeva Petkar Salgaunkar, 745. Bau Panduronga Petkar Salgaunkar, 746. Esvonta Panduronga Petkar Salgaunkar, 747. Tukarama Arzuna Petkar Salgaunkar, 748. Mahadeva Esvonta Petkar Salgaunkar, 749. Vassu Rama Petkar Salgaunkar, 750. Babli Lokximona Petkar Salgaunkar, 751. Raia Lokximona Petkar Salgaunkar, 752. Ananta Lokximona Petkar Salgaunkar, 753. Vassu Sitarama Petkar Salgaunkar, 754. Atmarama Lokximona Petkar Salgaunkar, 755. Gurunata Vitola Petkar Salgaunkar, 756. Bhalo Krisna Petkar Salgaunkar, 757. Vassu Ananta Petkar Salgaunkar, 758. Arzuna Vitoba Petkar Salgaunkar, 759. Dondu Naraina Petkar Salgaunkar, 760. Naraina Seguna Petkar Salgaunkar, 761. Krisna Visrama Petkar Salgaunkar, 762. Vassu Essu Petkar Salgaunkar, 763. Chandrakanta Vassu Petkar Salgaunkar, 764. Apa Babaji Petkar Salgaunkar, 765. Datarama Vitu Petkar Salgaunkar, 766. Ankush Shenkor Petkar Salgaunkar, 767. Shantarama Vitu Petkar Salgaunkar, 768. Zilu Visnum Petkar Salgaunkar, 769. Gonopot Nousso Petkar Salgaunkar, 770. Data Esvonta Petkar Salgaunkar, 771. Datarama Sadassiva Petkar Salgaunkar, 772. Rama Babol Petkar Salgaunkar, 773. Babol Deu Petkar Salgaunkar, 774. Jaganata Deu Petkar Salgaunkar, 775. Kusso Mukunda Petkar Salgaunkar, 776. Baba Naraina Petkar Salgaunkar, 777. Visrama Mukunda Petkar Salgaunkar, 778. Usno Bogvonta Petkar Salgaunkar, 779. Pundolica Crisna Petkar Salgaunkar, 780. Ananta Rama Petkar Salgaunkar, 781. Suriagi Gunagi Petkar Salgaunkar, 782. Jaganata Gopala Petkar Salgaunkar, 783. Lokximona Siva Petkar Salgaunkar, 784. Baskora Baburau Petkar Salgaunkar, 785. Gangarama Datarama Petkar Salgaunkar, 786. Esvonta Damu Petkar Salgaunkar, 787. Visnu Damu Petkar Salgaunkar, 788. Mahadeva Krishna Petkar Salgaunkar, 789. Gonesh Krishna Petkar Salgaunkar, 790. Sakarama Nousso Petkar Salgaunkar, 791. Sakarama Rama Petkar Salgaunkar, 792. Vassanta Rama Petkar Salgaunkar, 793. Krishna Pundolika Petkar Salgaunkar, 794. Sitarama Pundolika Petkar Salgaunkar, 795. Vitol Gopal Petkar Salgaunkar, 796. Naguexa Keshev Petkar Salgaunkar, 797. Krishna Bikaji Petkar Salgaunkar, 798. Shamba Visnu Petkar Salgaunkar, 799. Data Visnu Petkar Salgaunkar, 800. Madu Shenkor Petkar Salgaunkar, 801. Jega Bablo Petkar Salgaunkar, 802. Suria Bablo Petkar Salgaunkar, 803. Seguna Esvonta Petkar Salgaunkar, 804. Es-

vonta Seguna Petkar Salgaunkar, 805. Naraina Santu Petkar Salgaunkar, 806. Mahadeva Santu Petkar Salgaunkar, 807. Krishnanata Apa Petkar Salgaunkar, 808. Pundolica Ragoba Petkar Salgaunkar, 809. Sitarama Biku Petkar Salgaunkar, 810. Ladu Biku Petkar Salgaunkar, 811. Pundolika Ragoba Petkar Salgaunkar.

*B. R. Basu*, Collector and Director of Civil Administration.

Panjim, 14th September, 1966.

◆◆◆  
Planning and Development Department

Notification

CS/3146/66

The Orders no. 26(11)-Com-Genl/66 dated 14th June, 1966 and of even number dated 8th August, 1966 and 17th August, 1966 issued by the Government of India, Ministry of Commerce are hereby republished for information.

By order and in the name of the Administrator of Goa, Daman and Diu.

*R. K. Gupta*, Deputy Secretary (Planning).

Panjim, 26th October, 1966.

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GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE  
*New Delhi, the 14th June, 1966*

ORDER

In exercise of the powers conferred by sub-clause (xi) of clause (a) of Section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares the following commodities to be essential commodities for the purposes of the said Act, namely:—

- (i) Matches
- (ii) Cycle tyres and tubes.

(No. 26(11)Com-Genl/66-I)

*D. S. Joshi*, Secretary to the Government of India.

*New Delhi, the 8th August, 1966*

ORDER

S. O.—In exercise of the powers conferred by sub-clause (xi) of clause (a) of section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares the following commodities to be essential commodities for purposes of the said Act, namely:—

- (i) Soda Ash
- (ii) Dry cells for Torches.
- (iii) Hurriance lanterns.

(No. 26(11)-Com.Genl/66)

*K. B. Lall*, Secretary to the Government of India.

◆◆◆  
New Delhi, the 17th August, 1966

ORDER

In exercise of the powers conferred by sub-clause (xi) of clause (a) of section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby directs that the following amendment shall be made in the Order of the Government of India in the Ministry of Commerce dated the 14th June, 1966, namely:—

In the said Order, for item (ii) and the entry relating thereto, the following shall be substituted, namely:—

«(ii) cycle tyres and tubes (including cycle rickshaw tyres and tubes).»

(No. 26.(11)Com.Genl/66)

*K. B. Lall*, Secretary to the Government of India.

◆◆◆  
Education and Public Works

Directorate of Education

Notification

DE/Gen/B

The Bill reproduced below to amend the Seventh Schedule of the Constitution is to be circulated for the purpose of eliciting opinion thereon by the 14th November, 1966.

The Bill purports to make education a concurrent subject as against its present status as State subject.

Any person or public body desiring to give his/its opinion on the bill may do so through this Department of Education and not directly to the Lok Sabha Secretariat or to any Ministry of Government of India.

*P. S. Varde*, Director of Education and Additional Secretary (Ex-Officio).

Panjim, 27th October, 1966.

As Introduced in Lok Sabha  
on 10th April, 1964

Bill No. 29 of 1964

THE CONSTITUTION (AMENDMENT) BILL, 1964

By

Dr. L. M. Singhvi, M. P.

A

BILL

further to amend the Constitution of India.

Be it enacted by Parliament in the Fifteenth Year of the Republic of India as follows:—

1. Short title and commencement.—(1) This Act may be called the Constitution (Amendment) Act, 1964.

(2) It shall be deemed to have come into force on the 5th September, 1964, or on such date as the President may, by notification in the Official Gazette, appoint.

**2. Amendment of the Seventh Schedule.** — In the Seventh Schedule to the Constitution,—

(1) in List II—State List, entry 11 shall be omitted.

(2) in List III—Concurrent List, after entry 25, the following new entry shall be inserted, namely:—

«25A. Education including universities, subject to the provisions of entries 63, 64, 65 and 66 of List I».

#### STATEMENT OF OBJECTS AND REASONS

The task of reconstructing the educational system and to foster its creative development is a task of supreme national importance. Educational integration is a primary pre-requisite of national integration. The objective of educational integration would remain a far cry unless the Union jurisdiction is extended to cover the field of education concurrently with the States.

Hence the Bill.

New Delhi;

L. M. SINGHVI.

The 9th March, 1964.

#### ANNEXURE

##### Extracts From The Constitution of India

##### SEVENT SCHEDULE

(Article 246)

##### List II—State List

11. Education including universities, subject to the provisions of entries 63, 64, 65 and 66 of List I and entry 25 of List III.

##### Law Department

##### Notification

L. D./N/63/66

A notification of Government of India, Ministry of Home Affairs, New Delhi regarding extension of the Criminal Law Amendment Act, 1952, is hereby published for general information.

Kant Desai, Under Secretary.

Panjim, 26th October, 1966.

##### GOVERNMENT OF INDIA

##### MINISTRY OF HOME AFFAIRS

##### Notification

7/16/66-UTL

New Delhi-11, the 19th October, 1966

G. S. R.—In exercise of the powers conferred by section 6 of the Goa, Daman and Diu (Administra-

tion) Act, 1962 (1 of 1962), the Central Government hereby extends to the Union territory of Goa, Daman and Diu, the Criminal Law Amendment Act, 1952 (46 of 1952), subject to the following modifications, namely:—

#### Modifications

In the said Act,—

(1) after section 1, the following shall be inserted, namely:—

«1A. Definitions. — In this Act,—

(a) «Administrator» means the Administrator of Goa, Daman and Diu appointed by the President under article 239 of the Constitution of India;

(b) «Goa, Daman and Diu» means the Union territory of Goa, Daman and Diu;

(c) «Judicial Commissioner's Court» means the Court of the Judicial Commissioner for Goa, Daman and Diu»;

(2) in sub-section (1) of section 6 and in sub-section (2) of section 7, for the words «State Government», the word «Administrator» shall be substituted;

(3) in section 9, for the words «High Court», where they occur for the first and third times, the words «Judicial Commissioner's Court» shall be substituted.

[F. 7/16/66-UTL]

P. N. VASUDEVAN

Deputy Secretary to the Government of India.

#### Notification

L.D./NOT/65/66

The Indian Majority Act, 1875 (Act No. IX of 1875) is hereby published for general information of public.

Kant Desai, Under Secretary.

Panjim, 28th October, 1966.

#### The Indian Majority Act, 1875

(Act No. IX of 1875)

(As applicable to the Union Territory of Goa, Daman and Diu)

An Act to amend the Law respecting the age of Majority.

Whereas, in the case of persons domiciled in India, it is expedient to prolong the period of nonage and to attain more uniformity and certainty respecting the age of majority than now exists; It is hereby enacted as follows:—

1. **Short title.** — This Act may be called the Indian Majority Act, 1875.

◦ Local extent: It extends to the whole of India (Except the State of Jammu and Kashmir).

◦ 2. **Savings.**— Nothing herein contained shall affect:

- (a) the capacity of any person to act in the following matters, namely: marriage, widow, divorce and adoption;
- (b) the religions or religious rites and usages of any class of citizens of India; or
- (c) the capacity of any person who before this Act comes into force has attained majority under the law applicable to him.

◦ 3. **Age of majority of persons domiciled in India.**—

Subject as aforesaid, every minor of whose person or property or both, a guardian, other than a guardian for a suit within the meaning of Chapter XXXI of the Code of Civil Procedure, has been or shall be appointed or declared by any Court of Justice before the minor has attained the age of eighteen years, and every minor of whose property the superintendence has been or shall be assumed by any Court of Wards before the minor has attained that age shall, notwithstanding anything contained in the Indian Succession Act or in any other enactment, be deemed to have attained his majority when he shall have completed his age of twenty one years and not before:

Subject as aforesaid, every other person domiciled in India shall be deemed to have attained his majority when he shall have completed his age of eighteen years and not before.

◦ 4. **Age of majority how computed.**— In computing the age of any person, the day on which he was born is to be included as a whole day, and he shall be deemed to have attained majority, if he falls within the first paragraph of section three, at the beginning of the twenty-first anniversary of that day, and if he falls within second paragraph of section three, at the beginning of the eighteenth anniversary of that day.

#### Illustrations

(a) Z is born in India on the first day of January, 1850 and has an Indian domicile. A guardian of his person is appointed by a Court of Justice. Z attains majority at the first moment of the first day of January, 1871.

(b) Z is born in India on the twenty ninth day of February, 1852 and has an Indian domicile. A guardian of his property is appointed by a Court of Justice. Z attains majority at the first moment of the twenty eight day of February, 1873.

(c) Z is born on the first day of January, 1850. He acquires a domicile in India. No guardian is appointed of his person or property by any Court of Justice, nor is he under the jurisdiction of any Court of Wards. Z attains majority at the first moment of the first day of January, 1868.

◆◆◆  
Mormugao Port Trust

#### Notification

MPT/27-GA(12)/66

As required under Section 124 of the Major Port Trusts Act, 1963, the following Regulations which

have been adopted by the Board of Trustees are hereby published.

#### I Introductory

1. These Regulations shall be called the Mormugao Port Employees (Grant of advances for purchase of conveyances) Regulations, 1966.

2. They shall come into effect from .....

3. **Application:** These Regulations shall apply to all employees of the Board, except —

- (i) employees engaged on Contract,
- (ii) employees paid from Contingencies,
- (iii) daily rated and casual employees,
- (iv) Apprentices.

4. **Definitions:** In these regulations unless the context otherwise requires:—

(a) «Accounts Officer», means the F.A. & C.A.O. of the Port of Mormugao.

(b) «Board», «Chairman», «Head of Department» shall have the meanings assigned to them in the Major Port Trusts Act, 1963.

(c) «Pay» for the purpose of Regulations 21, 32 and 33 means Pay, Special Pay, Personal Pay, Deputation (duty) allowance and other emoluments classed as pay for the said purpose by the Board.

(d) «Leave Salary», «Permanent employee», «Subsistence allowance», «Substantive» shall have the meaning as defined in the Fundamental Rules of the Central Government or in the Regulations, if any, framed by the Board, whichever may be applicable to the employee.

#### II General

5. An advance shall not be granted to an employee without a substantive appointment, except as provided in Regulation 6, and the grant of the advance shall be subject to such general or special instructions as may be issued from time to time by the Board.

6. An employee without a substantive appointment may be granted an advance provided he furnishes along with his application for the grant of such advance, a surety bond in Form 'A' (appended to these Regulations), from a permanent employee having a status comparable to, or higher than that of the employee who applies for the advance.

**Explanation:** A permanent employee of the Central or State Governments or another Public Undertaking on deputation to the Board, is not required to furnish a surety bond.

7. If an advance is granted to an employee who is due to retire or whose services are likely to be terminated within the maximum period prescribed for its repayment, the number of instalments shall be so regulated that the repayment of advance with interest is completed before retirement, or termination of service, as the case may be.

8. Each instalment on account of repayment of an advance except the last one shall be a number of whole rupees; the amount of the last instalment being raised or reduced, if necessary, to admit of the

fixation of such instalment and recovery of the balance including any fraction of a rupee.

9. Where the advance is adjusted by repayment in monthly instalments, an authority competent to sanction an advance may, in exceptional circumstances vary the amount of such instalments provided that—

- (i) the whole amount of advance is completely recovered in the number of instalments not exceeding that initially fixed for repayment of the advance;
- (ii) the amount of monthly instalment shall not be reduced on the ground that the employee is drawing leave salary or subsistence allowance as distinct from pay.

10. No sanction to the payment of an advance under these Regulations shall be issued unless the Accounts Officer has certified that funds are available in the year in which the amount of advance is to be paid.

11. Detailed accounts of individual advances shall be maintained by the Accounts Officer who will watch their recovery and see that the conditions attached to each advance are fulfilled.

12. The Accounts Officer shall submit to the employee concerned an annual statement showing the details of the outstanding advance. The statement shall be submitted in Form «B» appended to these Regulations.

13. For the undermentioned purposes the date of drawal of an advance shall be the date of issue of the cheque, where payments are so made, or the date of actual disbursement, where payments are made in cash:

- (i) recovery of the first instalment towards repayment of the advance (vide Regulation 24).
- (ii) completion of negotiations and purchase of the motor car/motor cycle/ motor scooter (vide Regulation 28).
- (iii) Furnishing of particulars of conveyances purchased and the cash receipt therefor for conveyances other than those mentioned in (ii) above (vide Regulation 36).
- (iv) calculation of interest (vide Regulation 20).

14. *Powers of Sanction:* Sanction for an advance under these Regulations shall be accorded to a Head of a Department by the Board, and in all other cases by the Chairman.

15. No advance shall be granted to an employee for furnishing security at the time of registration as a prospective purchaser.

16. (1) A foreign employer may, with the concurrence of the authority specified in Regulation 14 grant to an employee, lent to him on foreign service, an advance for the purchase of a conveyance, provided that—

- (i) the advance is granted from the funds of the foreign employer; and
- (ii) the advance is regulated by the same conditions as would apply if the employee were serving directly under the Board.

(2) Notwithstanding the provisions contained in sub-regulation (1) above, in special cases, under orders of the authority specified in Regulation 14, the advance may be met from the Board's funds.

(3) An employee of the Central or State Governments or other Public Undertaking on deputation to the Board may with the concurrence of the lending authority, be granted an advance for the purchase of a conveyance under these Regulations under orders of the authority specified in Regulation 14.

17. *Conditions of Eligibility:* (i) An employee may be granted an advance for the purchase of a motor-car, or a motor-cycle or a motor-scooter:

- (a) if it is certified that, in the opinion of the authority competent to sanction the advance, it will be «useful to the public service» if the employee possesses the conveyance in question for the performance of his official duties; and
- (b) if the authority competent to sanction the advance is satisfied that the employee has the capacity to repay the advance.

(ii) An employee may be granted an advance for the purchase of a bicycle if the authority competent to sanction the advance is satisfied that the possession of a bicycle will add to the efficiency of the employee.

18. An advance for the purchase of a conveyance, shall not be granted to an employee who has already purchased the conveyance and paid for it unless the conveyance has been purchased within a period of three months commencing from the date of the advance was applied for, and has been paid for by raising a temporary loan.

*Note:* An employee to whom an advance is sanctioned should certify on the bill on which the advance is drawn either that the advance is not being drawn for a conveyance which has already been purchased and paid for, or that the advance claimed in the bill is not more than the minimum amount required to meet the balance of the price of the conveyance if the conveyance has been paid for in part, or that the conveyance has been purchased within three months from the date the advance was applied for and has been paid for by raising a temporary loan.

19. An advance for the purchase of a conveyance shall not except as hereinafter provided be sanctioned unless the outstanding balance in respect of an advance previously granted for the same purpose, together with interest thereon, has been fully repaid.

20. *Interest:* Simple interest at such rates as may be fixed by the Board from time to time shall be charged on advances granted to employees for purchase of conveyances. Such interest shall be calculated on the balance outstanding on the last day of each month.

*Note:* (1) In cases where pay bills for a month are disbursed before the end of a month, an instalment in repayment of an advance received through the pay bill will be taken as having been refunded on the first of the following month, the normal date for disbursement of pay.

*Note:* (2) If in any particular case any advance is drawn in more than one instalment, the rate of

interest recoverable shall be determined with reference to the date on which the first instalment is drawn.

### III Special Conditions

#### A. Motor-Cars

**21. Amount of Advance:** The total amount of advance which may be granted to an employee for the purchase of a motor car shall not exceed fourteen thousand rupees, or fourteen months' pay of the employee or the anticipated price of the motor-car, whichever is the least. If the actual price of the motor-car paid by the employee is less than the amount of advance, he shall refund the balance to the Board forthwith.

**Note:** (1) In this Regulation «actual price» includes sales tax and the cost of such items e. g. spare wheel, tyre and a tube or a pillion seat in a scooter, on the purchase of which the purchaser has no choice. It does not, however, cover the cost of certain accessories, e. g. radio in a car, plastic covers, which are not essential and are purchased by the customer of his own volition. Insurance and registration charges, of the vehicle are also not included in the «actual price».

**Note:** (2) Applications for advance for the purchase of a motor-car or motor-cycle or motor scooter should be submitted to the sanctioning authority in Form "C" appended to these Regulations.

**22.** Notwithstanding anything contained in Regulation 17, an advance for the purchase of a conveyance shall not be granted to an employee who is under suspension and, if an advance has already been sanctioned to him before he was placed under suspension he shall not be permitted to draw such advance during the period of suspension.

**23. Recovery of Advance:** The amount of advance granted to an employee for the purchase of a motor-car shall be recovered from him in such number of equal monthly instalments as he may elect, but such number shall not be more than sixty if the amount of the advance does not exceed twelve thousand rupees, or more than seventy if the amount of the advance exceeds twelve thousand rupees. The employee may, at his option, repay more than one instalment in a month.

**24.** The recovery of the amount of an advance shall commence with the first issue of pay, leave salary or subsistence allowance, as the case may be, after the advance is drawn.

**Note:** Suspension of recovery of the amount of an advance, pending fixation of pay of an employee, contravenes the provision of the above regulation and is therefore, not permissible.

**25. Recovery of Interest:** The amount of interest calculated under Regulation 20 shall be recovered in the minimum number of monthly instalments; the amount of each such instalment being not greater than the amount of the instalment fixed under Regulation 23.

**26.** The recovery of the amount of interest shall commence from the month immediately following that in which the repayment of the advance for the purchase of a motor-car is completed.

**27. Sale or Transfer:** An employee shall not sell or transfer a motor-car for so long as the amount of advance together with the interest on such amount is not completely repaid, except with the permission of the sanctioning authority.

**Note:** (1) If an employee seeks permission to transfer a motor-car to another employee who should use a motor-car in the discharge of his duties, he may be permitted to transfer the liability attaching to the car to the latter, provided that the transferee records a declaration that he is aware that the motor-car transferred to him remains subject to the mortgage bond and that he is bound by its terms and provisions.

**Note:** (2) In all cases in which a motor-car is sold before the amount of advance and the interest thereon is fully repaid, the sale proceeds must be applied, so far as may be necessary, towards repayment of such outstanding balance, provided that when the motor-car is sold in order that another motor-car may be purchased, the authority competent to sanction the advance may permit an employee to apply the sale proceeds towards such purchase, subject to the following conditions:

- (a) the entire sale proceeds of the old car should be applied towards the purchase of a newly purchased car.
- (b) the amount of advance outstanding should not be permitted to exceed the cost of the newly purchased car.
- (c) the amount outstanding should continue to be repaid at the rate previously fixed.
- (d) if the sale proceeds of the car are not sufficient to purchase another car the amount of the second advance which may be granted under regulation 19 should be restricted to the excess of the price of the newly purchased car over the sale proceeds of the old car, provided that the advance so granted together with the balance outstanding in respect of the original advance previously granted should not exceed the price of the newly purchased car.
- (e) the newly purchased car should be insured and mortgaged to the Board.

**28. (1)** Unless an employee who is sanctioned an advance for the purchase of a motor-car, completes the purchase of, and pays for the motor-car within one month of the date on which he draws the advance, he shall refund forthwith the full amount of advance drawn together with interest on that amount for one month.

**(2)** In exceptional cases the sanctioning authority may extend the period of one month prescribed in this regulation upto two months.

**Note:** (1) The condition specified in regulation 28 should be mentioned in all sanctions to the grant of an advance for the purchase of a motor-car.

**(2)** Where an amount of advance is retained beyond one month in contravention of regulation 28 only the normal rate of interest leviable under regulation 20 should be charged for the first month and that for the period in excess of one month penal rate of compound interest at such rate as may be fixed by the sanctioning authority, but not less than  $2\frac{1}{2}$

per cent per annum above the rate at which the advance has been sanctioned, should be charged in the manner indicated below:

- (i) the period of one month laid down in regulation 28 should be a calendar month from the date of drawal of the advance.
- (ii) The penal rate of interest should be calculated on the balance outstanding for the *actual period* in excess of one month (including fraction of a month) and not on the monthly balances as in the case of recovery of advances under regulation 20.
- (iii) the penal rate of interest should be calculated as  $\frac{\text{No. of days} \times \text{yearly rate of interest}}{365}$
- (iv) When the period of one month provided in Regulation 28 is extended by the sanctioning authority, the penal rate should be charged with effect from the date following that on which the extended period expires.

**29. Agreement and Mortgage Bonds:** An employee shall on the date on which he draws an advance for the purchase of a motor-car, execute an agreement in Form «D», appended to these Regulations, if the advance is granted to him under Regulation 17, or in Form «E», appended to these Regulations, if the advance is granted to him under Regulation 18. On completing the purchase of a motor-car, he shall also execute a mortgage bond in Form «F» and/or Form «G» ( appended to these Regulations) as the case may be, hypothecating the motor-car to the Board as security for the advance.

**Note:** (1) where only one advance is sanctioned, the mortgage bond should be executed in Form «F». Where an advance for the payment of Customs duty is sanctioned, after the motor-car has been purchased with an earlier advance, a bond in form «G» should be executed.

**Note:** (2) As soon as the advance is drawn the employee should furnish to the Accounts Officer, the agreement in Form «D» and the mortgage bond for examination and record together with a letter in Form «H» to the Insurance Company. The Accounts Officer will then forward the letter to the Insurance Company and obtain their acknowledgement. In the case of insurance effected on annual basic, this process should be repeated every year until the advance has been fully repaid.

**Note:** (3) The mortgage bond should be kept in the safe custody of the Accounts Officer. When the advance has been fully repaid, the bond shall be returned to the employee duly cancelled.

**30. (1)** An employee who purchases a motor-car with an advance obtained from the Board shall, from the date of its purchase comprehensively insure, and so long as the advance and the interest on such advance is not fully repaid, keep so insured the motor-car against loss or damage by fire, theft or accident.

**(2)** The insurance policy should invariably contain the clause indicated in Form «H».

**31.** The amount for which a motor-car is insured for any period shall not be less than the outstanding

balance of the advance, with interest accrued, at the beginning of that period but if such amount is less, the difference shall be refunded to the Board in not more than three equal monthly instalments.

#### B. Motor-Cycles & Motor-Scooters

32. Subject to the provisions of Regulation 17 and *mutatis mutandis* the conditions regulating the grant of an advance for the purchase of a motor-car, an authority competent to sanction the advance for the purchase of a motor car may sanction to an employee an advance for the purchase of a motor-cycle or motor-scooter.

Provided that notwithstanding anything contained in Regulation 21, the amount of such advance shall not exceed three thousand rupees or twelve months' pay of the employee, or anticipated price of the motor-cycle/motor-scooter whichever is the least:

Provided further that notwithstanding anything contained in Regulation 23 the amount of such advance shall be recovered from the employee in such number of equal monthly instalments as he may elect but such number shall not be more than sixty.

#### C. Bicycles

33. Subject to the provisions of Regulation 17 (ii) an employee who is in receipt of pay not exceeding three hundred and seventy-five rupees per month may be granted an advance for the purchase of a bicycle —

Provided that:

- (i) the amount of such advance shall not exceed one hundred and seventy-five rupees or four months' pay of the employee whichever is less, and shall be restricted to the anticipated price, inclusive of sales tax, of the bicycle. If the actual price of the bicycle paid by the employee is less than the amount of the advance sanctioned he shall refund the balance to the Board forthwith;
- (ii) the amount of such advance shall be recovered in the manner prescribed in Regulation 23 and 24 in equal monthly instalments not exceeding twenty-four;
- (iii) the amount of interest calculated under Regulation 20 shall be recovered in the manner prescribed in Regulation 25 and 26.

34. If an employee, without a substantive appointment, is granted an advance for the purchase of a bicycle, but ceases to be in the service of the Board before the amount of the advance and the interest thereon is completely repaid, the balance shall, to the extent possible, be adjusted against the pay and allowances due to the employee. Any amount, as then remains unpaid, shall be recovered forthwith from the surety, if any.

35. An advance for the purchaser of a bicycle shall not ordinarily be granted within three years of the grant of a previous advance for the same purpose, unless satisfactory evidence is provided by the employee concerned to the effect that the bicycle purchased with the help of the earlier advance has been lost or has become unserviceable.

In the latter type of cases, the Head of the Department should, while recommending the grant of the advance, record a certificate that it has satisfied itself that the bicycle possessed by the employee has been lost or has become unserviceable, as the case may be.

36. An employee who has been granted an advance under this sub-section shall submit to the Accounts Officer within one month of the drawal of the advance the cash receipt in support of the purchase of the bicycle.

**Note:** The sanctioning authority may in exceptional circumstances, extend the period of one month prescribed in this Regulation upto two months.

37. The bicycle purchased with the advance will be considered as the property of the Board till the advance with the interest accrued thereon has been fully repaid. A provision to this effect should be included in the letter sanctioning the advance.

38. *Interpretation.* — If any question arises relating to the interpretation of these Regulation it shall be referred to the Board whose decision shall be final.

#### FORM A

(See regulation 6)

##### Form of Survey Bond

Know all men by these presents that I ... Son of ... resident of ... in the District of ... at present employed as a permanent ... in the ... (hereinafter called «the Surety») am held and firmly bound up to the Board of Trustees (hereinafter called «the Board») which expression shall include his successors and assigns) in the sum of Rs. ... (Rupees ... only) with interest as hereinafter specified and all costs between attorney and client and all charges and expenses that shall or may have been incurred by or occasioned to the Board to be paid to the Board for which payment to be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents. As witness my hand this ... day of ... one thousand nine hundred and sixty ....

Whereas the Board has agreed to grant to ... son of ... a resident of ... in the District of ... at present employed as

temporary ... in the ... (hereinafter called «the borrower») at the borrower's own request an advance of Rs. ... (Rupees ... Only) for the ... and whereas the borrower has undertaken to repay the said amount in ... equal monthly instalments with interest as calculated at the rate and in the manner prescribed under regulation 20 and notes (1) and (2) thereunder of the M. P. E. (Grant of advances for purchase of conveyance) Regulations, 1966 thereon or on so much thereof as shall for the time being remain due and unpaid calculated at fixed Board's rate in force for Board loans from the day of the advance.

And Whereas in consideration of the Board having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

Now the Condition of the Above Written Bond is that if the said Borrower shall, while employed in the said ... Duly and regularly pay or cause to be paid to the Board the amount of the aforesaid advance owing to the Board by instalments with interest as calculated in the aforesaid manner thereon or on so much thereof as shall for the time being remain due and unpaid calculated at fixed Board's rates in force for Board's loans from the day of the advance until the said sum of Rs. ... (Rupees ... only), with interest as calculated in the aforesaid manner shall be duly paid, then this bond shall be void otherwise the same shall be and remain in full force and virtue.

But so Nevertheless that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Board, the whole or so much of the said principal sum of Rs. ... (Rupees ... only), thereof as shall then remain unpaid and the interest due on the said principal sum calculated in the aforesaid manner from the day of the advance shall immediately become due and payable to the Board and be recoverable from the surety in one instalment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Board of the said borrower whether with or without the knowledge or consent of the Surety.

The Board have agreed to bear the stamp duty, if any, for this document.

Signed and delivered by the

said ...

(Signature of Surety)

at ...

(Designation) ...

this ...

Office to which attached ...

of ...

In the presence of: ...

19....

Signature, address and occupa-

(i) ...

tion of the Witnesses. (ii) ...

#### ACCEPTED

For and on behalf of the Board of Trustees

#### FORM B

(See regulation 12)

##### Statement of Loans/Advances sanctioned by the Board. Year ...

Name of person receiving the loan/advance	Amount of loan advance sanctioned	Rate of interest	No. and date of orders authorising the loan/advance	Balance from last year	Amount advanced this year	Total	Amount re-paid during the year	Balance of loan/advance at close of the year	Amount of interest received and credited to Revenue	Balance of Interest unpaid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

## FORM C

(See note (2) below regulation 21)

Application Form for Advance for the Purchase of a Motor Car/Motor Cycle/Motor Scooter.

1. Name of Applicant.
2. Applicant's designation.
3. District and Station.
4. Pay —
  - i) Substantive Pay.
  - ii) Officiating pay or pay drawn in a temporary post.
  - iii) Special/personal pay.
5. Anticipated price of motor car/cycle/scooter.
6. Amount of Advance required.
7. Date of superannuation or retirement.
8. Number of instalments in which the advance is desired to be re-paid.
9. Whether advance for similar purpose was obtained previously and if so —
  - i) date of drawal of the advance.
  - ii) the amount of advance and or interest thereon still outstanding, if any.

## 10. Whether the intention is to purchase —

- (a) a new or an old motor car/cycle/scooter.
- (b) if the intention is to purchase motor car/cycle/scooter through a person other than a regular or reputed dealer or agent, whether previous sanction of the competent authority has been obtained as required under Regulation 15(2) of the M.P.E. (Conduct) Regulations, 1964.

## 11. Whether the officer is on leave or is about to proceed on leave —

- (a) The date of commencement of leave.
- (b) The date of Expiry of leave.

## 12. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the motor car/cycle/scooter within one month from the date of drawal of the advance?

13. (a) Certified that the information given above is complete and true.
- (b) Certified that I have not taken delivery of the motor car/cycle/scooter on account of which I apply for the advance, that I shall complete negotiations for the purchase of, pay finally and take possession of the motor car/cycle/scooter before the expiry of one month from the date of drawal of the advance, and that I shall insure it from the date of taking delivery of it.

...  
Applicant's Signature.  
Date ...

## FORM D

(See regulation 29)

Form of Agreement

An Agreement made on ... day of ... one thousand nine hundred and ... Between ... (hereinafter called the Borrower which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Board of Trustees (hereinafter called the Board, which expression shall include his successors and assignees) of the other part. Whereas the Borrower has under the provisions of the M. P. E. (Grant of advances for purchase of conveyances) Regulations, 1966 (hereinafter referred to as the said Regulations which expression shall include any amendments thereof for the time being in force) applied to the Board for a loan of Rs. ... for the purchase of a motor vehicle and whereas the Board has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. ... paid by the Board to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Board (1) to repay to the Board the said amount with interest calculated according to the said Regulations by monthly deductions from his salary as provided in the said Regulations and hereby authorises the Board to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the repayment of any loan obtained by him from a private party/the ... (bank) for the purchase of the said motor vehicle or if the actual price paid is less than the loan to repay the difference to the Board forthwith, and (3) to execute a document hypothecating the said motor vehicle to the Board as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Regulations and it is hereby lastly agreed and declared that if the Motor Vehicle has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower fails to repay the amount of the loan obtained by him from a private party/... (Bank) for the express purpose of purchasing the said motor vehicle within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of the Board or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

calculated according to the said Regulations by monthly deductions from his salary as provided in the said Regulations and hereby authorises the Board to make such deductions, and (2) within one month from the date of these presents to expend the full amount of the said loan in purchase of a motor vehicle or if the actual price paid is less than the loan to repay the difference to the Board forthwith, and (3) to execute a document hypothecating the said motor vehicle to the Board as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Regulations and IT IS HEREBY LASTLY AGREED AND DECLARED THAT IF THE MOTOR VEHICLE has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of the Board or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In Witness whereof the Borrower and ... for and on behalf of the Board have hereunto set their hands the day and year first before written.

Signed by the said in the presence of

...  
...

(Signature of Witnesses) (Signature and designation of the Borrower)

Signed by (name and designation)

...  
...

(Signature of Witnesses) (Signature and designation of the Officer)

## FORM E

(See regulation 29)

Form of Agreement

An agreement made on ... day of ... one thousand nine hundred and ... between ... (hereinafter called the Borrower which expression shall include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees (hereinafter called the Board, which expression shall include his successors and assigns) of the other part.

Whereas the Borrower has purchased/agreed to purchase the motor vehicle described in the schedule hereunder written (hereinafter referred to as the "said motor vehicle"). And whereas the Borrower has under the provisions of the M.P.E. (Grant of advances for purchase of conveyances) Regulations, 1966 (hereinafter referred to as the said Regulations which expression shall include any amendments thereof for the time being in force) applied to the Board for a loan of Rs. ... for the purchase of a motor vehicle and whereas the Board has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. ... paid by the Board to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Board (1) to repay to the Board the said amount with interest calculated according to the said Regulations by monthly deductions from his salary as provided in the said Regulations and hereby authorises the Board to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the repayment of any loan obtained by him from a private party/the ... (bank) for the purchase of the said motor vehicle or if the actual price paid is less than the loan to repay the difference to the Board forthwith, and (3) to execute a document hypothecating the said motor vehicle to the Board as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Regulations and it is hereby lastly agreed and declared that if the Motor Vehicle has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower fails to repay the amount of the loan obtained by him from a private party/... (Bank) for the express purpose of purchasing the said motor vehicle within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of the Board or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

## THE SCHEDULE

## Description of Motor vehicle.

Maker's name.

Description.

No. of Cylinders.

Engine Number.

Chassis No.

Cost Price.

In Witness whereof the Borrower and ... for and on behalf of the Board have hereunto set their hands the day and year first above written.

Signed by the said in the presence of

(Signature of Witnesses) (Signature and designation of  
Signed by (name and designation) the Borrower)

for and on behalf of the Board of Trustees in the presence of

(Signature of Witnesses) (Signature and designation of  
the Officer).

Name and designation of the Borrower.

## FORM F

(See regulation 29)

## Form of Mortgage Bond — Initial Advance

This indenture made this ... day of ... one thousand nine hundred and ... Between ... (hereinafter called «the Borrower», which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Board of Trustees (hereinafter called «the Board», which expression shall include his successors and assignees) of the other part. Whereas the Borrower has applied for and has been granted an advance of Rupees ... to purchase a Motor vehicle and/or to pay customs duty in respect of a (the) Motor Vehicle on the terms of Regulations 21 to 32 of the M. P. E. (Grant of advances for purchase of conveyances) Regulations 1966 (hereinafter referred to as «the said Regulations» which expression shall include any amendment thereof or addition thereto for the time being in force) And Whereas one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Motor Vehicle to the Board as security for the amount lent to the Borrower And Whereas the Borrower has purchased and/or paid customs duty with or partly with the amount so advanced as aforesaid the Motor Vehicle particulars whereof are set out in the Schedule hereunder written.

Now This Indenture Witnesseth, that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Board the sum of Rs ... aforesaid or the balance thereof remaining unpaid on the date of these presents by equal payments of Rs ... each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Regulations and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Regulations and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Board the Motor Vehicle the particulars whereof are set out in the Schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Regulations.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and/or the entire customs duty payable and that the same is his absolute property and that he has not pledged and so long as any money remain payable to the Board in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor Vehicle. Provided Always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die at any time cease to be in Board's service or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take pro-

ceedings in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Board may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Vehicle and other remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all cost, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the Board, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle being sold the amount by which the net sale proceeds fall short of the amount owing and the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Board, he, the Borrower will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Board and will produce evidence to the satisfaction of the Board that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the Board is interested in the Policy and the Borrower hereby further agree that he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said Motor Vehicle, the Borrower will forthwith have the same repaired and made good.

## THE SCHEDULE

## Description of Motor vehicle.

Maker's name.

Description.

No. of Cylinders.

Engine Number.

Chassis No.

Cost Price.

In Witness Whereof the said ... (Borrower's name) and ... for and on behalf of the Board have hereunto set their respective hands the day and year first above written.

Signed by the said in the presence of

1. ...

2. ...

(Signature of Witnesses) (Signature and designation of  
the Borrower)

Signed by (name and designation)

for and on behalf of the Board of Trustees in the presence of

1. ...

2. ...

(Signature of Witnesses) (Signature and designation of  
the Officer).

Name and designation of the Borrower.

## FORM G

(see regulation 29)

## Form of Mortgage Bond — Further Advance

This Deed of Further Charge is made this ... day ... of ... Between ... son of ... (hereinafter «the Borrower», which expression shall, unless excluded by or repugnant to the subject or context, include their successors and assigns) of the one part and the Board of Trustees, (hereinafter called «the Board», which expression shall unless excluded by or repugnant to the subject or context include his successors and assigns) of the other part.

Whereas by Deed of Mortgage, dated the ... day of ... the Borrower hypothecated to the Board the Motor Vehicle described in the Schedule thereto to secure the Motor Vehicle purchase advance of Rs. ... with interest at the rate and on conditions mentioned in the said Deed of Mortgage (hereinafter referred to as the «Principal Deed»).

And Whereas out of the said sum of Rs. ... advanced to the Borrower by the Board a sum of Rs. ... towards principal and interest as per terms of the Principal Deed still remain due and payable to the Board.

And Whereas the Borrower being in need of a further advance of Rs. ... on the terms of Regulations 21 to 32 of the M.P.E. (Grant of advances for purchase of conveyances) Regulations, 1966 (hereinafter referred to as «the said Regulations») towards payment of customs duties payable on the said vehicle at the time of bringing the same into India.

And Whereas the Borrower has approached the Board for an advance for further sum of Rs. ... and the Board has agreed to lend the same on the same security and on terms hereinafter expressed.

And Whereas the Borrower has paid the customs duty in respect of the said Motor Vehicle with or partly with the amount so advanced.

Now This Deed Witnesseth:—

1. In pursuance of the said agreement and in consideration of the further sum of Rs. ... (in words as well as in figures) advanced to the Borrower (with receipt of which the Borrower hereby acknowledges) the Borrower hereby covenants with the Board to repay to the Board the sum of Rs. ... or the balance thereof remaining unpaid at the date of these presents with interest thereon by instalments in the manner herein.

2. The Borrower shall repay the said sum due to Board by equal payments of Rs. ... each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Regulations so long as the principal moneys hereby secured or any part thereof due on this security remain unpaid and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Regulations.

3. It is hereby agreed and declared that if any of the said instalments of the principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower dies or at any time ceases to be in Board's service or of the Borrower shall sell or pledge or part with the property in or of the said Motor Vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower, the whole of the principal sums and interest thereon calculated under the said Regulation which shall then be remaining due and unpaid under these presents and the Principal Deed shall forthwith become payable.

4. In pursuance of the said agreement and the consideration aforesaid the Borrower doth hereby declare that the Motor Vehicle described in the Schedule to the Principal Deed and which is also described in the Schedule hereunder shall be security for and charged with payment to the Board as well of the said sum of Rs. ... or the balance thereof remaining unpaid at the date of these presents with interest thereon secured under the said Principal Deed and the said sum of Rs. ... and interest thereon according to the covenant in that behalf herein before contained and that the same shall not be redeemed or redeemable until payment of the moneys secured under this Deed and the Principal Deed.

5. And It is Herby Agreed that all powers, provisions and covenants contained and implied in the aforesaid Principal Deed in relation to the money secured thereby shall operate and take effect in like manner for securing payment of the principal and interest and to the security as fully as if the same had been herein set out and specifically made applicable thereto and as if the said sum had formed part of advance secured by the Principal Deed.

#### THE SCHEDULE

Description of Motor vehicle.

Maker's name.

No. of Cylinders.

Engine Number. *[Signature]*  
Cost Price.

In Witness Whereof the said ... and ... for and on behalf of the Board of Trustees have hereunto set their respective hands the day and the year above written.

Signed by the

... in the presence of

1. ...

2. ...

(Signature of Witnesses) (Signature of the Borrower)

Signed by...

(Name and designation)

for and on behalf of the  
Board of Trustees in the  
presence of

1. ...

2. ...

(Signature of Witnesses) (Signature and designation of  
the Officer).

#### FORM H

(See note (2) below regulation 29)

Letter to the Insurance Company.

From

To

(Through the Accounts Officer)

Dear Sir,

I am to inform you that the Board of Trustees is interested in the Motor Car/Cycle/Scooter Insurance Policy No. ... secured in your Company and to request that you will kindly insert a clause to the following effect in the Policy:—

Form of Clause to be inserted in the Insurance Policy

1. It is hereby declared and agreed that Mr. ... (the owner of the Motor Car/Cycle/Scooter, hereinafter referred to as the insured in the schedule to this policy) has hypothecated the Motor Car/Cycle/Scooter to the Board of Trustees (hereinafter called the Board as security for an advance for the purchase of the Motor Car/Cycle/Scooter and it is further declared and agreed that the Board is interested in any moneys which but for this endorsement be payable to the said Mr. ... (the insured under this policy) in respect of the loss or damage to the said Motor Car/Cycle/Scooter (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Board as long as he is the mortgagee of the Motor Car/Cycle/Scooter and his receipt shall be full and final discharge to the Company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the Company, respectively, under or in connection with this policy or any term, provision or condition thereof.

Place

Date

Yours faithfully,

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place

(Signature and Designation of the Accounts Officer).

Date

By Order.

Shivakumar Dhindaw, Secretary.

Mormugao, 3rd October, 1966.

(2nd time)